



OFFICE OF THE MANAGING DIRECTOR (WZ)
M. P. PASCHIM KSHETRA VIDYUT VITARAN CO. LTD.,
GPH COMPOUND, POLOGROUND, INDORE

(Phone No: 0731-2426144/111/204/203, Fax No: 2423300, Email- sepurchase06@gmail.com)
CIN No-U40109MP2002SGC015121

Dated:- 10.07.2023

Date Extension/Amendment -I

Sub:- Tender Specification No.MD/WZ/06/PUR/TS-1701 (Online No.2023_MPPKV_287571_1) due on dtd.11.07.2023 for "Outsourcing of Concurrent Audit of Wind & Solar Generator's Invoices for FY 2023-24 under MPPKVVCL, Indore".

Ref :- (i) NIT no. MD/WZ/06/PUR/NIT-292/8925 Indore, dated 20.06.2023.

The following amendment has been done in subjected tender.

CRITICAL DATES & BASIC TENDER INFORMATION

| Particulars | Details |
|---|---|
| Name of Work | Outsourcing of Concurrent Audit of Wind & Solar Generator's Invoices for FY 2023-24 under MPPKVVCL, Indore. |
| Tender Specification Number | MD/WZ/06/PUR/TS-1701 due on dtd. 21.07.2023 |
| Due date of submission of Tender (EMD + Techno-Commercial Bid Online) | 20.07.2023 up to 15.00 Hrs. |

Key Dates:-

| Sr. No. | Tender Stage | Date & Time |
|---------|-----------------------------------|--------------------------|
| 1. | Publishing Date | 28.06.2023 at 13:00 Hrs. |
| 2. | Document Download/Sale Start Date | 28.06.2023 at 13:30 Hrs. |
| 3. | Pre-Bid Meeting Date | NA |
| 4. | Bid Submission Start Date | 03.07.2023 at 15:00 Hrs. |
| 5. | Bid Submission End Date | 20.07.2023 at 15:00 Hrs. |
| 6. | Bid Opening Date | 21.07.2023 at 15:00 Hrs. |

All other terms & conditions will remain same & unchanged.

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Chief Engineer (Purchase)
O/o MD (WZ), M.P.P.K.V.V.Co.Ltd., Indore

OFFICE OF THE MD (WEST ZONE)
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd.,
G.P.H. Compound, Pologround, Indore



Tender Specification No.MD/WZ/06/PUR/TS-1701

Due for opening on:-11.07.2023 at 15:00 Hrs
(Online No-2023_MPPKV_287571_1)

Outsourcing of Concurrent Audit of Wind & Solar
Generator's Invoices for FY 2023-24 under
MPPKVVCL, Indore

Issued by:

The Chief Engineer (Purchase)

O/o MD (West Zone),
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (MP)

Phone No: - 0731-2426144, 2426111, 2426204 & 2426203, Fax No: - 0731-2423300.

Website: - <https://www.mptenders.gov.in> & www.mpwz.co.in

Email: - sepurchase06@gmail.com

CIN No-U40109MP2002SGC015121

| TENDER SPECIFICATION NO. 1701 ITEM: Outsourcing of Concurrent Audit of Wind & Solar Generator's Invoices for FY 2023-24 under MPPKVVCL, Indore DUE FOR OPENING ON 11.07.2023 FROM 15.00 PM | | |
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TENDER NOTICE

No. MD/WZ/06/PUR/NIT-292/8925

Indore, dated 20.06.2023

NOTICE INVITING TENDERS

Online tenders are invited for procurement of following Items/Material/Services. The sealed bids will be received online on the e-portal <https://mptenders.gov.in> up to date & time indicated below. The online tenders will be opened in the office of the undersigned as mentioned in tender time schedule (key date). If desired, the bidder or their duly authorized representatives may remain present at the time of opening of tender:-

| TS-No. | Particular | Unit | Qty | NIT Amount in Rs. Lakh | EMD (In Rs.) | Tender Fee (In Rs.) | Due date* of opening tender from 15:00 Hrs. |
|-------------|--|------|---|------------------------|--------------|---------------------|---|
| 1701 | Outsourcing of Concurrent Audit of Wind & Solar Generator's Invoices for FY 2023-24 under MPPKVCL, Indore | No | 284 per month | 14.16 | 14,160.00 | 1000.00 | 11.07.2023 |
| 1702 | Supply and Installation of CCTV Camera at MPPKVCL, Indore | LS | 01 | 2.14 | 2,140.00 | 1,000.00 | 14.07.2023 |
| 1703 | Supply, Installation & Support of All-In-One Desktop Computers, High End Work Station Desktop, Laptop i5, Multifunctional Printer, Laser Printer & UPS 600 Volts Amp at various offices under, MPPKVCL, Indore, under RRRDS scheme | No. | 2000 (All-In-One Desktop Computers) 50 (High End Work Station Desktop) 250 (Laptop i5) 200 (Multifunctional Printer) 800 (Laser Printer) 200 (UPS 600 Volts Amp) | 2029.64 | 1,00,000.00 | 10,000.00 | 19.07.2023 |
| 1704 | Copper Control Cable (2.5 Sqmm) | | | | | | |
| (i) | 2 Core Unarmoured | Km. | 25.50 | | | | |
| (ii) | 4 Core Unarmoured | Km. | 23.00 | | | | |
| (iii) | 8 Core Unarmoured | Km. | 41.50 | | | | |
| (iv) | 10 Core Unarmoured | Km. | 5.00 | | | | |
| (v) | 12 Core Unarmoured | Km. | 8.00 | | | | |
| (vi) | 12 Core Armoured | Km. | 28.50 | | | | |
| 1705 | Service Cable | | | | | | |
| | 2 Core 4 Sqmm Armoured | Km. | 4078 | | | | |
| | 2 Core 6 Sqmm Armoured | Km. | 1420 | | | | |
| | 4 Core 10 Sqmm Armoured | Km. | 178 | | | | |
| 1706 | LT AB Cable | | | | | | |
| (i) | 3X25+1X16 Sqmm (Bare Massenger) | Km. | 432.00 | 491.35 | 1,00,000.00 | 5,000.00 | 21.07.2023 |
| 1707 | Class A Portable Power Quality Analyzer | No. | 3 | 35.00 | 35,000.000 | 2,000.00 | 13.07.2023 |
| 1708 | Insulator (Polymer) | | | | | | |
| (i) | 11 KV Polymer Pin Insulator | No. | 143262 | 220.00 | | | |
| (ii) | 11 KV Polymer Disc Insulator | No. | 48762 | 70.20 | 1,00,000.00 | 5,000.00 | 26.07.2023 |

Note:- All the participating firms outside of Madhya Pradesh are required to mandatorily pay the tender fee as well as EMD. Please refer the tender / NIT clauses for details in this regard.

TS No. MD / WZ / 06 / PUR / TS-1701 due on 11.07.2023

Outsourcing of Concurrent Audit of Wind & Solar Generator's Invoices for FY 2023-24 under MPPKVCL, Indore

- * For updated / extended due dates for opening of tender (EMD in Envelope-A & Techno-commercial bid in Envelope-B) please refer to the online key dates.
1. Other details can be seen in the complete tender documents available on e-portal <https://mptenders.gov.in> & our web site <http://www.mpwz.co.in>.
 2. Tender documents can be purchased only online and downloaded from <https://mptenders.gov.in> by making online payment for the prescribed **non-refundable** tender fees. Only in the case if the tender is dropped without opening, the tender fees shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed. The tender fee is inclusive of all applicable taxes.
 3. The Bid Data should be filled in and the Bid Seals of all the Envelopes and the documents which are to be uploaded by the Bidders should be submitted online as per time schedule (Key Dates).
 4. The relevant portion of tender which tenderers have to fill online would be available on above website on date mentioned against each tender. The Bidders shall have to submit their Bids online and upload the relevant documents / forms as per time schedule (Key Dates).
 5. Since the online bidders are required to sign their bids online using Class III-Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, Contractors are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0755-2518500 / 269, E-mail: mptenders@mpsdc.com.
 6. Bidders intending to participate in the Tenders are required to get themselves trained on the e-Procurement System. They are required to contact Madhya Pradesh State Electronic Development Corporation Ltd, to confirm their session in advance.
 7. The required amount of EMD shall be accepted through online payment only as per the clause of the "Instructions for online bid submission".
The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.
 8. No offer will be accepted without valid Earnest Money Deposit, unless exempted by the Company. If on opening of tender, it is revealed that EMD amount is inadequate / any other discrepancy is noticed, the tender shall be rejected.
 9. The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the websites. Company's website <http://www.mpwz.mp.gov.in> & the portal <https://mptenders.gov.in> but will not be published in newspaper. Hence participant bidders are *advised to regularly visit the websites* until the bid opening. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
 10. The company reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the company, whether it is lowest or not, without assigning any reason whatsoever it may be.
 11. The tender document will be uploaded on the portal normally 7 days prior to the date of pre-bid meeting (if applicable) or 15 (Fifteen) days prior to the date of respective tender opening, whichever is earlier. The interested bidders are advised to regularly visit the portal for the purpose.
 12. **No submission in physical form shall be accepted at any stage during the online tender process.**
 13. **The Micro & Small Enterprises (MSEs) of Madhya Pradesh** registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Cair Board/NSIC/Directorate of Handicraft and Handlooms / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s) shall be exempted **from payment of tender fee**. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening.
 14. **In respect of TS-1703 the pre-bid meeting will be held on date 04.07.2023 at 15:00 Hrs at Corporate office (Urja Parisar) of MPPKVVCL, Indore.**

Sd/-
Chief Engineer (Pur)
MPPKVVCL, Indore

CRITICAL DATES & BASIC TENDER INFORMATION

| Particulars | Details |
|---|--|
| Name of Work | Outsourcing of Concurrent Audit of Wind & Solar Generator's Invoices for FY 2023-24 under MPPKVVCL, Indore |
| Tender Specification Number | MD/WZ/06/PUR/TS-1701 due on dtd. 11.07.2023 |
| Due date of submission of Tender (EMD + Techno-Commercial Bid Online) | 10.07.2023 up to 15.00 Hrs. |

Key Dates:-

| Sr. No. | Tender Stage | Date & Time |
|---------|-----------------------------------|---------------------------------|
| 1. | Publishing Date | 28.06.2023 at 13:00 Hrs. |
| 2. | Document Download/Sale Start Date | 28.06.2023 at 13:30 Hrs. |
| 3. | Pre-Bid Meeting Date | Not applicable |
| 4. | Bid Submission Start Date | 03.07.2023 at 15:00 Hrs. |
| 5. | Bid Submission End Date | 10.07.2023 at 15:00 Hrs. |
| 6. | Bid Opening Date | 11.07.2023 at 15:00 Hrs. |

Basic tender information:-

- Part-I (Envelop-1)-The bidder shall be required to deposit EMD online as specified in clause-5, section-1 of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as allowed in clause-5 (b), section-1 of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.
- Part-II (Envelop-2)- The bidders shall be required to upload following documents digitally signed in the envelop-2 which shall form Techno commercial bid.
 - Schedule-II, Detail of type test
 - Schedule-III, Source of procurement of material
 - Schedule-IV (A), (B) & (C)-Schedule of questionnaire
 - Schedule- V,VI, VII- Duly notarized Undertaking / Declaration by the Bidder
 - Schedule- VIII (A), (B)- Past Experience & Supply during last 5 years
 - Schedule-VIII (C), CA certificate against financial requirement of the tender
 - Schedule-IX, Details of quantity offered
 - Schedule-X (A), (B)- Commercial & Technical deviations
 - Schedule-XI, Guarantee technical particulars
 - Schedule-XII, XIII, XIV- Duly notarized Undertaking / Declaration by the Bidder
 - Legible copy of Type Test Reports for the tendered items duly notarized.
 - Legible copy of BIS License for the tendered items duly notarized.
 - Power of attorney/Resolution of the company authorizing a person to sign the documents in case of company registered under company act.

(The DISCOM may include/exclude any of the document as per their requirement)

In case of error-ness/ non-submission/ missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.
- Part-III (Envelop- 3) the bidder shall quote their rates online only in the BOQ and shall be kept in envelop-III schedule-I.
- The date of opening of financial/ price bid shall be informed separately. The bidders may please keep themselves updated of price bid opening from the e-portal.
- Pre-bid conference (as per Discom requirement).

-Sd-

Chief Engineer (Purchase)
O/o MD MPPKVVCL, Indore

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link “**Online bidder Enrollment**” on the MP TENDERS Portal **which is free of charge**.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate** (Class II or **Class III Certificates with signing key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The bidder has to submit EMD by making Online payment on mptenders portal until unless not exempted from EMD.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the Documents submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded Tender Documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk.

Contractors / Vendors / Bidders / Suppliers are requested to visit e-procurement portal of Govt. of Madhya Pradesh (<https://www.mptenders.gov.in>). The details and relevant links are available in the Bidders Manual Kit on the right pane of website which is furnished here-

| S. No | Particulars | Downloads |
|--------------|---|--|
| 1 | Notice to Bidders | Notice to bidders v906.pdf |
| 2 | Registration of Bidders | Bidder Registration Manual Updated v906.pdf |
| 3 | Uploading of My Documents | MyDocument Updated v906.pdf |
| 4 | Online e-Bid Submission | Three Cover Bid Submission New v906.pdf Two cover bid submission new v906.pdf Four cover bid submission new v906.pdf Single Cover bid submission New v906.pdf |
| 5 | Online Bid Withdrawal | bid withdrawal updated v906.pdf |
| 6 | Online Bid Re-submission | Bid Resubmission Updated v906.pdf |
| 7 | Clarifications (Tender Status, My Archive...) | Enquiry Updated v906.pdf |
| 8 | Trouble Shooting | troubleshoot document v906.pdf |
| 9 | BoQ Preparation Guidelines | ItemWise BOQ New v906.pdf Percentage BOQ Updated v906.pdf ItemRate BOQ Updated v906.pdf |

-Sd-

Chief Engineer (Purchase)
O/o MD MPPKVVCL, Indore

SECTION-I

GENERAL INSTRUCTIONS TO BIDDERS

1. The Chief Engineer (Purchase), O/o MD (West Zone), M. P. P. K. V. V. Co. Ltd., Indore on behalf of “**The Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore**” here-in-after referred to as “**Company**”, will receive sealed tenders / bids for **supply of materials / equipments / services** as per the specifications, at various places of M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore.
2. The Bidders are requested to go through the General Instructions to the Bidders Section-I, General Terms & Conditions of purchase contained in Section-III and Special Terms & Conditions of purchase contained in Section-IV except as modified/laid-down hereunder. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted.
Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted along with their offer. ***The bidders should note that in absence of any of the schedules, as required in the tender, their offer shall be liable for rejection.***

3. Here are some of very important instructions which every bidder should read carefully for compliance before submitting the bid.

4. VALIDITY OF BIDS

Offers should be kept open for acceptance for at least 180 days from the date of opening. Those who do not agree for a validity of 180 days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances, beyond control, bidders are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.

5. EARNEST MONEY

The bidder shall deposit the Earnest Money vis-à-vis the value of the tender offered as per the table given below:-

| NIT Value | Earnest Money |
|-------------------|--|
| Upto INR 50,000. | Nil |
| Above INR 50,000. | @1%, of Tender Value subject to minimum INR 1,000 and maximum INR 1 lac. |

- i) **No offer will be accepted without Earnest Money Deposit, unless exempted by the Company.** If on opening of tender any discrepancy in EMD amount is noticed, the tender shall be rejected.
- ii) The required amount of EMD shall be accepted through online payment only. The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in Envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.
- iii) **The following are exempted from payment of EMD:**
The Micro & Small Enterprises (MSEs) of Madhya Pradesh registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Coir Board/NSIC/Directorate of Handicraft and Handlooms / Udyog Aadhar Memorandum(UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s). The SSI units of MP registered with DIC shall be exempted from payment of EMD on production of valid competency certificate. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening.

Note:- In order to qualify for exemption from EMD, the bidder firm must provide the following NIC sub-clauses and their descriptions in the relevant certificate:-

| Sr. No. | Description | NIC digits Code |
|---------|--|-----------------|
| 1 | Accounting, bookkeeping and auditing activities; tax consultancy | 6920 |
| 2 | Accounting, bookkeeping and auditing activities | 69201 |

Without the aforementioned NIC Code and descriptions in the certificate, offer of such Bidder who has claimed exemption from EMD, may not be accepted & will be rejected.

Forfeiture of Earnest Money Deposit:

The EMD may be forfeited:-

- If a bidder withdraws or revokes its bid during the period of bid validity specified by the bidder.
- If a bidder modifies its bid in any manner before the validity of the bid expires.
- In the case of a successful bidder, if the bidder fails to furnish the Performance Security.
- In the event the bidder withdraws its bid after opening of price-bid, the firm may be debarred along with forfeiture of EMD.

iv) Return of earnest money to bidders.

- EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender is decided.
- EMD of bidders on whom the orders have been placed, shall be returned on acceptance of Security Deposit.

6. Submission of bid- Bidders shall submit the tender online only in following three parts.

- Part-I (Envelop-1)-The bidder shall be required to deposit EMD online as specified in clause-5, section-1 of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as allowed in clause-5 (b), section-1 of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.
- Part-II (Envelop-2)- The bidders shall be required to upload following documents digitally signed in the envelop-2 which shall form Techno commercial bid.
 - Schedule-II, Detail of type test
 - Schedule-III, Source of procurement of material
 - Schedule-IV (A), General Information
 - Schedule-IV (B), Commercial Information
 - Schedule-IV(C)- Technical Information
 - Schedule- V, Duly notarized Undertaking / Declaration by the Bidder
 - Schedule- VI, Declaration-I
 - Schedule- VII, Declaration-II
 - Schedule- VIII (A), (B)- Past Experience & Supply during last 5 years
 - Schedule-VIII (C), financial information
 - Schedule-IX, Details of quantity offered
 - Schedule-X (A), (B)- Commercial & Technical deviations
 - Schedule-XI, Guarantee technical particulars
 - Schedule-XII, Check list
 - Schedule XIII “PERFORMA FOR TECHNICAL BID”**
 - Schedule XIV: Template for Pre-Bid Queries**
 - Duly signed & stamped copy of complete tender document**
 - Power of attorney/Resolution of the company authorizing a person to sign the documents in case of company registered under company act. (The Discom may include/exclude any of the document as per their requirement)

In case of error-ness/ non-submission/ missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

- iii. Part-III (Envelop- 3) the bidder shall quote their rates online only in the BOQ and shall be kept in envelop-III schedule-I.

7. DATE AND TIME OF OPENING OF BIDS - CHANGES

Tender shall be opened on the due date and time as notified in the presence of the bidders or their authorized representatives who may be present. If the due date of opening/ submission of tender documents are declared a holiday by the Central/ State Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not completed on the day of opening.

It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the purchaser, without assigning any reason thereof. However, due intimation shall be communicated in such a case.

8. OPENING OF E.M.D. & COMMERCIAL AND TECHNICAL BID

The first envelope of Earnest Money Deposit shall be opened on the due date and time, as notified in the Notice Inviting Tenders. The requirement for EMD shall be verified and thereafter, the second part, i.e. the Commercial & Technical Bid, shall be opened on the same date in respect of eligible bidders.

9. REQUIREMENT FOR OPENING OF PRICE BIDS:

After opening of first two parts (i.e. Part-I and Part-II), the deviations from the Company's terms & conditions, if any, proposed by the tenderer in regard to Technical Bid, as per prescribed schedules given along with the tender documents, shall be notified and clarifications as may be required by Company, shall be submitted by the tenderers either at the time of scrutiny of tender or within the time prescribed. After opening of Part-I EMD and Part-II Techno-commercial bid scrutiny will be done. In case of error-ness/ non-submission/ missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

The Price Bids of such offers shall be opened who have:-

- i. Accepted all Commercial terms & conditions and Technical Specifications.
- ii. Qualified the basic qualification of the bidder, conflicting interest clause, financial, supply capacity & minimum quantity to be quoted, unsatisfactory Performance criteria.

Please ensure that the Online documents furnished are legible.

10. GUARANTEED TECHNICAL PARTICULARS AND QUESTIONNAIRE

Not Applicable

11. UNSATISFACTORY PERFORMANCE

Even on fulfilment of all the criteria it may please be noted that:-

- i. Offers of those bidders whose work have been terminated or who have been debarred for future business with our company/ other Discoms of MP, may be summarily rejected.
- ii. In case of those bidders whose past performance has not been found to be satisfactory against previous tenders of the purchaser, they shall not be considered for opening of price bid. Some of the attributes to the poor performance of a bidder are as follows:-
 - **Non-execution of previous order(s).**
 - **Failures of Service in mass as reported/Noted by the Officer In-charge.**
 - **Non-Correction/Improvement of failed/defective Services timely.**

12. PRE-BID CONFERENCE

Not applicable

13. AMENDMENT IN SPECIFICATIONS

The Purchaser may revise or amend the specification and drawing, prior to the date notified for opening of Technical Bid of tender. Such revision/ amendment, if any, will be communicated to all those who have bought the tender documents as Amendment/ Addendum to the invitation of tender.

14. BIDS IN OPEN FORM

Open bids through Telegram/Fax will not be considered under any circumstances.

15. ALTERNATIVE BIDS

Bid should be submitted as per intent of Tender Documents; any alternative offers are liable for rejection.

16. MISTAKES IN BIDS

Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to the Purchaser shall be considered. Such offers can also be rejected.

17. LUMP SUM BASED BIDS

In case prices for some items or all items are given as a lump sum, instead of unit prices as required in the tender specifications, Purchaser can summarily reject such incomplete tender.

18. PRINTED TERMS AND CONDITIONS IN BIDS

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever.

19. ALTERATIONS/CORRECTIONS IN BIDS

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

20. INCOMPLETE BIDS

Tender which is incomplete or obscure is liable for rejection.

21. AMBIGUITIES IN CONDITIONS OF BIDS:-

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the Purchaser shall be taken without any reference to the tender.

22. LANGUAGE OF BIDS

All tenders should be made in English only.

23. CANVASSING OF BIDS

Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Purchaser's personnel or Representative, on matters relating to tender under process.

24. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF

Purchaser reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever. The Purchaser in this regard shall not entertain any correspondence.

25. FILLING OF QUESTIONNAIRE /SCHEDULES

All the Questionnaire / Schedules along with specification are enclosed for technical/ commercial terms & conditions. It is compulsory on the part of the bidder to furnish all details as sought in these. In case, these are not filled in and enclosed with the offer, the Bid will be rejected.

26. DEVIATIONS FROM TERMS & CONDITIONS

Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected outrightly.

27. AUTHORISATION/LOCAL REPRESENTATIVE

Only authorized representative, possessing necessary authority letter (on Rs. 50/- non judicial stamp paper) from the bidder/supplier who have participated in the tender shall be allowed to attend the tender opening and further submission/collection of documents in the event of order.

28. CHANGE OF QUANTITY

The quantity indicated in the Schedule-I (Price & Quantity) is tentative and purchaser reserves the right to change the quantities of any or all items to the any extent for award of order/Purchase Order, as may be necessary, based on Purchaser's judgment/requirement. No correspondence shall be entertained into, neither discussed regarding change in quantity, nor any reason will be assigned thereof.

29. POOL RATES

The bidders are advised to quote their own individual rates. It may please be noted that if more than one bidder quotes the same rate, suggestive of a cartel, then such offers may not be considered by the Purchaser. It may also please be noted that the competitive rate quoted by each bidder may be one of the main criteria for quantity to be ordered on each successful bidder.

30. *The Purchaser reserves the right to accept/reject wholly and partly any tender without assigning any reason, whatsoever. No correspondence in this regard shall be entertained by the Purchaser.*

NOTE: The other terms & conditions of the tender as described in Section-III of (General Terms & Conditions of Purchase) and Section-IV: Special terms and condition of purchase shall also be applicable.

-Sd-
Chief Engineer (Purchase)
O/o MD MPPKVCL, Indore

SECTION-II

QUALIFYING CRITERION

1. Qualification Criteria

1.1.BASIC QUALIFICATION OF BIDDERS:

The Bidding is open for the Firms, (Joint venture in any form shall not be allowed to participate in the bid) who provide satisfactory evidence that -

- i. They are qualified **service providers**, who regularly provide the services of the type specified in the tender and have adequate technical knowledge & practical experience.
- ii. They do not anticipate change in the ownership during the proposed period of Purchase/Service Order (if such a change is anticipated, the scope and effect thereof shall be defined).
- iii. They have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments.
- iv. They have adequate Knowledge & Capacity available to perform the assignment properly and expeditiously within the time period specified.
- v. The Bidder must be registered under GST Act and should produce copy of the GST registration certificate, failing which offer shall be rejected. However, if it is undertaken by the bidder that GST registration is under process, in such case the price bid shall be considered for opening but the award will not be issued till registration under GST not submitted.

1.2.General Eligibility Criteria

| S.No. | Eligibility criteria | Supporting documents required |
|-------|---|--|
| 1 | The bidder must be a Partnership firm registered under Chartered Accountants Act 1949 & Chartered Accountants Regulation, 1988 made there under and Cost and Works Accountants Act, 1959. The firm must have at-least Three Partners, out of which at-least One partner must be FCA/ FCWA (Fellow Member) of the Institute of Chartered Accountants of India / Institute of Cost & Works Accountants of India, and at least one partner must have DISA/ISA/CISA Qualification. | <ul style="list-style-type: none"> • Latest certified copy of registration issued by ICAI/ICWAI. • Copy of DISA/ISA/CISA Qualification issued by ICAI/ICWAI/ISACA. • Latest Notarized copy of partnership deed. |
| 2 | The Bidder should not be under a declaration of Ineligibility for corrupt or fraudulent practices OR blacklisted by any Govt. /PSU organizations in India. | Self-declaration in Rs. 100/- Non-Judicial Stamp Paper with Notary. |

1.3.Technical Eligibility Criteria

| S. No. | Eligibility criteria | Supporting documents required |
|--------|---|---|
| 1 | The Bidder must have been engaged in providing services in the areas of Accounting and Auditing for at least 5 years as of 31 st Mar 2023. | <ul style="list-style-type: none"> • Work orders with Work completion certificates /performance certificates confirming year and areas of activity. • Latest certified copy of registration issued by ICAI/ICWAI. |
| 2 | The Bidder must have executed at least one (1) contract of Audit for Central / State | Copies of work orders, Work completion certificates/ performance |

| S. No. | Eligibility criteria | Supporting documents required |
|--------|--|--|
| | PSU(s) / Government Department(s)/ Urban Local Bodies (ULBs)/Electricity Generation, Transmission or Distribution Company in India during last 5 years as on date of Publish of this tender. | certificates and other relevant document to prove work experience, which must be issued by Central / State PSU(s) / Government Department(s)/ Urban Local Bodies (ULBs). |
| 3 | <p>The CA/CMA Firm must have its Registered Head Office in Madhya Pradesh and a branch office in Indore or Ujjain Commissionaires area and at least 1 Partner should sit regularly in such Office (as on date of Publish of this tender).</p> <p style="text-align: center;">OR</p> <p>The CA/CMA Firm must have its Registered Head Office in Indore and at least 1 Partner should sit regularly in such Office (as on date of Publish of this tender).</p> | Latest certified copy of registration issued by ICAI /ICWAI and other relevant document to prove the same should be submitted. |

1.4. Financial Criteria:

| S. No. | Eligibility criteria | Supporting documents required | | | | | | |
|--|--|---|--|------------------------|--------------------|--|--|--|
| 1 | <p>The bidder should have sound financial capability. Bidder's annual turnover for the last financial year should be 10% of the value of the tender.</p> <p style="text-align: center;">OR</p> <p>Its aggregate turnover for the last five financial year should not be less then 100% of the value of the tender.</p> | <p>(i) Copy of Certified & audited Balance Sheet, Profit and Loss Account and Cash Flow Statements of the Bidder for FY 2017-19, FY 2018-19, FY 2019-20, FY 2020-21& FY 2021-22.</p> <p>(ii) A certificate from Chartered Accountant which shall clearly indicate its Annual Turnover within last 5 years (FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22).</p> | | | | | | |
| 2 | Bidder must be registered with Income tax department. | Self-attested copy of original PAN card stating the number issued by Income tax department of India. | | | | | | |
| 3 | The minimum working capital of the bidders at the end of last financial year/Bank utilization certificate- fund based (not more than 30 days from the date of opening of tender as per NIT) should be 5% of the value of the tender. | <p>The stated requirement should be submitted in the following format.</p> <table border="1"> <thead> <tr> <th>Sanctioned Cash Credit Limit / Overdraft limit</th><th>Utilization as on date</th><th>Balance as on date</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> </tbody> </table> | Sanctioned Cash Credit Limit / Overdraft limit | Utilization as on date | Balance as on date | | | |
| Sanctioned Cash Credit Limit / Overdraft limit | Utilization as on date | Balance as on date | | | | | | |
| | | | | | | | | |

NOTE-

- The proposals meeting the above qualifying requirements will be evaluated as per the Technical Evaluation Criteria.
- No relaxation shall be allowed on above criterion and bid will be out rightly rejected for the bidder who does not meet the above eligibility criteria.
- Subcontractor's technical experience and financial resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

- iv. Notwithstanding anything stated herein above, the purchaser reserves the right to assess the capacity and capability of the bidder should the circumstances warrant such assessment in an overall interest of the purchaser.
- v. The purchaser reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

2. CONFLICT OF INTEREST

Bidder shall not have a conflict of interest with one or more parties. Participation by bidder(s) with a conflict of interest situation will result in the disqualification of all bids in which it is involved. Purchaser considers a conflict of interest to be a situation in which a party has interest that would improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A bidder may be considered to be in a conflict of interest with one or more parties if including but not limited to :-

- i. Have controlling shareholders as his/her family members viz. Spouse, Son, Daughter, Father, Mother or Brother in common, or.
- ii. Have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another bidder.
- iii. Has a close business or family relationship (Spouse, Son, Daughter, Father, Mother or Brother) with a professional staff of the employer(or of the project implementing agency, or of a recipient of a part of the loan) who; (i) are directly or indirectly involved in the preparation of the tender document or specifications of the contract, and / or the tender evaluation process; or (ii) would be involved in the implementation of supervision of such contract.

The bidders shall be requested to furnish following documents/undertaking in this regard:-

- a) Copy to latest Income Tax return/Permanent Account Numbers (PAN) of all the partners/Directors (in case of company) along with names, addresses and telephone Nos. / Mobile Nos. of each Partner/Director.
- b) Latest partnership/ownership deed of the firm quoting the tender.
- c) Copy of list of directors (in case of a company) with names, addresses and telephone Nos./Mobile Nos. of each director.
- d) Power of Attorney to sign the tender documents and all correspondence before and after placement of order.
- e) "Regarding Serving Officer(s) or Employee(s) of the MP Discoms":

The bidder shall confirm that no serving Officer(s) or Employee(s) of the MP Discom is/ are partner(s) of the bidder's firm or having shares or has any interest in his /her firm. The Bidder shall further confirm that no partner of his / her firm has any close relationship (Spouse, Son, Daughter, Father, Mother or Brother) with any serving Officer(s) or Employee(s) of the MP Discoms.

3. EVALUATION OF OFFERS AND ACCEPTANCE OF TENDER

- i. The Purchaser may reject any or all tenders or to accept any tender considering advantageous to Purchaser whether it is the lowest offer or not without assigning any reason.
- ii. If any taxes are not quoted, the Purchaser reserves the rights to load the quoted prices as per the applicable rate of taxes prevalent at the time of bid evaluation for price comparison purposes. However, responsibility in this regard shall solely rest with bidder.

4. COMPUTATION OF LOWEST ACCEPTABLE RATE (L1)

Price bids of technically and financially qualified Bidders shall be opened and evaluated to find lowest quoted price. The bidder, who quotes lowest price (Total Cost/Amount including all applicable taxes, duties and levies) in Annexure-I “Price Schedule”, shall be declared as L1 bidder, based on such lowest quoted Cost/Amount, the Purchaser will place Work order on such L-1 rates.

5. PRICE CONSIDERATION ZONE (10% above Lowest Acceptable Rate)

Not applicable

6. DISTRIBUTION OF QUANTITY AMONGST ELIGIBLE BIDDERS

Not applicable

7. SNAP BIDDING

- i. In case the Purchaser opts for snap bidding, then all the initial Price Bids shall be discarded by the purchaser and shall invite all the bidders, who were technically qualified, to submit the new Price Bids as per terms and conditions of the bidding document. The timeline for submission and price bid opening of such price bids shall be intimated separately to all such Bidders by the Purchaser. Bidders submitting new Price Bids electronically shall follow the electronic bid submission procedures specified in the bid document for resubmission of Price Bids.

The quoted price in the Price bid shall not be allowed to be increased above the L-1 rates. If any bidder bids above the lowest evaluated price during the initial bidding, his bid shall be treated as non-responsive and bidder shall not be considered for award.

- ii. In case any of the invited technically qualified bidder does not submit new Price Bid during the snap bidding then he shall not be considered for any further evaluation by the Purchaser.
- iii. Re-submitted new Price bids shall be again evaluated by the Purchaser as per terms and conditions of the bidding document. The Purchaser shall evaluate the price bids and derive the lowest evaluated bid (L1). However, in case, even after submission of new price bids by the bidders, the Purchaser has right to reject the lowest Evaluated Bid Price. If the bid is rejected by the purchaser then the entire bidding process shall be annulled.

8. AWARD CRITERIA:

- (i) Bidder quoting lowest rates (Total amount including Taxes in INR) shall be considered as the L1 Bidder.
- (ii) The firm which has stood at rank L1 shall be offered the contract award, subject to completion of contractual formalities.
- (iii) In case the L1 firm does not complete the contractual formalities within stipulated time period, the MPPKVVCL reserves the right to cancel the offer made to such firm and forfeit its EMD. In such case the MPPKVVCL may at its discretion, offer the contract award to L2 firm at the rates quoted by L1 firm.

In the event L2 firm does not accept the contract offer and does not complete the contractual formalities within stipulated time period, MPPKVVCL, at its discretion, offer the contract to L3 firm at the rates quoted by L1 firm and so on.

- (iv) All evaluations will be rounded off to 2 decimal places only.

In case of equal rates quoted (Total amount including Taxes in INR) by multiple bidders, the organizations with the higher annual turnover in FY 2021-22 shall be considered first over other bidders in tie breaking. A list of L1, L2, L3..... and so on will be prepared.

-Sd-

**Chief Engineer (Purchase)
O/o MD MPPKVVCL, Indore**

SECTION-III

GENERAL TERMS & CONDITIONS OF PURCHASE

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|-----------|--|
| 1. | DEFINITIONS |
| 1.1. | <p>In this Bid Document (including all the Sections & Schedules), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:</p> <p>(i) “Addendum” shall mean any other document issued to the bidders in addition to the bid document by the Purchaser in the context of this bidding process.</p> <p>(ii) “Agency” shall mean the successful bidder who has received the Letter of Award from the Purchaser to execute the Purchase Order.</p> <p>(iii) “Bid/Tender” shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid/tender documents.</p> <p>(iv) “Bidder” shall mean the firm/manufacturer/supplier who quotes the offer against a tender or enquiry.</p> <p>(v) “BG” shall mean Bank Guarantee.</p> <p>(vi) “Companies Act” shall mean The Companies Act, 1956 (as amended or replaced from time to time).</p> <p>(vii) “Competent Authority” shall mean the authorised person of the Purchaser.</p> <p>(viii) “Division office” Manage and control working of Sub-division office/DCs. Division Office operates under Circle office and have a number of Sub-division office/DCs.</p> <p>(ix) “Effective date of contract” shall mean the date of signing of contract agreement.</p> <p>(x) “EMD” shall mean Earnest Money Deposit.</p> <p>(xi) “Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the Purchaser from time to time to Agency.</p> <p>(xii) “Purchaser” shall means Madhya Pradesh Pashchim Kshetra Vidyut Vitran Company Limited, Indore.</p> <p>(xiii) “MPPKVVCL” shall means Madhya Pradesh Pashchim Kshetra Vidyut Vitran Company Limited, Indore.</p> |
| 2. | Purchaser’s representative |
| 2.1. | <p>Chief Internal Audit Officer (CIAO) shall act as the Controlling Officer/Officer-in-charge who shall carry out the functions and obligations of the Purchaser under the Contract.</p> <p>And</p> <p>For the purpose of execution of contract at field offices concerning Superintending Engineer (O&M/City) shall act as the Officer-in-charge.</p> |
| 2.2. | The Purchaser may from time to time appoint any other person as the Controlling Officer/ Officer-in-charge in place of the person previously so appointed and shall give a notice of the name of such other person to the Agency without delay. The Purchaser shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of works/services. The Controlling Officer/ Officer-in-charge shall represent and act for the Purchaser at all times during the currency/validity of the Contract. |
| 2.3. | Any decision, instruction or approval given by the Controlling Officer /Officer-in-charge of the Purchaser to shall be binding on the Service Provider. |
| 2.4. | All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/ Officer-in-charge. |
| 2.5. | The Controlling Officer/ Officer-in-charge may authorize his representative(s) as site-in-charge for the works/services. |
| 3. | Service Provider’s Representative |
| 3.1. | The Service Provider shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/officer-in-charge by the Service Provider) to supervise the works/services at Corporate Office and subsidiary offices at Urja Parisar, Indore and both |

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| | region offices. The said representative, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the Purchaser/ Service Recipient. Any written order or instruction which the Controlling Officer/officer-in-charge or his duly authorised representative may give to the said representative of the Service Provider shall be deemed to have been given to the Service Provider. |
| 3.2. | The Controlling Officer/officer-in-charge shall be at liberty to object to the presence of any representative or person employed by the Service Provider for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconducted himself/herself or be incompetent or negligent and the Service Provider shall remove the person so objected to, upon receipt from the Controlling Officer/ officer-in-charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the Service Provider's risk and expense. |
| 4. | RATES |
| 4.1. | Fixed Price Bids: Only the fixed price financial proposal indicating the fees/rates for Outsourcing of Concurrent Audit of Wind & Solar Generator's invoices for FY 2023-24 under MPPKVVCL, Indore will be considered. The concurrent Audit at Circle offices is to be conducted on monthly basis. The price shall be inclusive of all T.A/ D.A., Lodging, Boarding, and out of pocket expenses. No payment other than this shall be paid for the deliverables as specified in the tender document. GST shall be quoted separately as given in the format for submission of financial proposal/price bid |
| 4.2. | GST & other Taxes:- If any Tax rates are increased or decreased, a new tax is introduced , an existing tax is abolished , or any change in interpretation or application of any tax occurs in the course of performance of contract, which was or will be assessed on the auditor, an equitable adjustment in the total fees payable for audit assignment shall be made to fully take into account any such change. |
| 4.3. | The fees/rates quoted shall be legible and clear. In case if the fees/rates quoted are not legible and clear, such offers may be rejected at the sole discretion of MPPKVVCL, Indore. |
| 4.4. | All prices should be in INR. |
| 5. | CO-ORDINATION AND FOLLOW UP OF AUDIT WORK |
| 5.1. | Chief Internal Audit Officer/Additional Director (Audit), Executive Engineer (Audit), Deputy Director (Audit), Accounts Officer (Audit) O/o MD (WZ) MPPKVVCL, Indore will be incharge of co-ordination of audit work. The successful bidder, after award of work is required to approach the officer concerned on all matters for smooth and effective conduct of audit. The term coordination covers the entire gamut of activities viz., finalization of audit programme, discussions and acceptance of deliverables, settlement of payment, dispute resolution as per the contract terms etc. And For the purpose of execution of contract at field offices concerning Superintending Engineer (O&M/City) shall act as the Officer-in-charge. |
| 6. | SUSPENSION OF SERVICES |
| 6.1. | MPPKVVCL, Indore reserves the right to suspend the selected bidder after 30 days of written notice and suspend all payments to the selected bidder, if the selected bidder fails to perform their obligation in the assignment or involved in any misconduct. Also reserve the right to debar the firm or intimate to ICAI for appropriate action against the firm in extreme cases. |
| 7. | EXTENSION ORDER |
| 7.1. | The Outsourcing of Concurrent Audit of Wind & Solar Generator's invoices for FY 2023-24 under MPPKVVCL, Indore to CA/CMA Firm may be extended by the MPPKVVCL, Indore for further period of Three Financial Year i.e. FY 2024-25, 2025-26 & 2026-27 (one FY at a time) at its discretion on the same terms and conditions depending upon the performance of the auditor firm @ 5% increased rates over the previous year's rate. GST shall be paid extra as per applicable rates for the respective year. The firm shall have to submit their consent for the same. |
| 8. | Bankruptcy/Insolvency of the Service Provider |
| 8.1. | If the Service Provider is adjudicated to be insolvent/bankrupt, then Purchaser can take necessary action as it deems fit. |

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|------------|--|
| 9. | Duty and Behaviour of Service Provider's Personnel |
| 9.1. | The personnel deployed by the Service Provider must always carry their Photo -ID card given by the Service Provider. |
| 9.2. | The personnel deployed by the Service Provider shall maintain the decorum and obey the instructions of the officer-in-charge of the Purchaser for that particular work and place of duty. They must follow the procedures of duty, performance and stipulated time guideline for working hours as set by the officer-in-charge of the Purchaser from time to time. |
| 9.3. | It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behaviour, the decision of the Officer-in-charge of the Purchaser shall be final and binding on the Service Provider in all such matters. |
| 10. | Safety Provisions |
| 10.1. | <p>The Service Provider shall arrange for the safety in its operation as prescribed by the Purchaser. It is the responsibility of the Agency to deal with any liability arising due to any injuries occurring to the Agency's staff during performance of duty. The Purchaser would not be liable to pay any compensation to the injured employees of the Agency under any circumstances.</p> <p>In case the Service Provider fails to make such arrangement, the authorized officer/staff of the Purchaser shall be entitled to recover the costs thereof from the Service Provider. The failure to comply with the provisions of the Safety Rules and Regulations, if any, the Agency shall without prejudice to any other liability pay to the Purchaser a penalty amount, as determined by the competitive authority of the Purchaser.</p> |
| 11. | Checks and Supervision by the Service Provider |
| 11.1. | The Service Provider shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the Purchaser. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Agency, all the losses so occurred to the Purchaser shall be recovered from the amounts payable to the Service Provider and its security deposits or Contract Performance Guarantee. |
| 12. | Notices and Instructions |
| 12.1. | The Service Provider shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the Purchaser. Any notice or instructions to be given to Agency under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Agency last notified by them or delivered to authorized signatory. |
| 13. | Health and work ethics of the Personnel deployed |
| 13.1. | All persons deployed by the Agency shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the Purchaser's property/interest due to deployment of such personnel or deployed person not interested to perform job/not having required competency & skillset, the same shall have to be replaced by the Agency without any extra cost to the Purchaser. |
| 14. | ID card and other supplies |
| 14.1. | The cost of ID card and other items required for due fulfilment of duties shall be borne by the Service Provider. The Purchaser shall not pay any extra charges (or any out-of-pocket expense) to the Service Provider against such items which are required for performing proper and efficient working. |
| 14.2. | Each deputed person shall carry Photo-ID card issued by the Agency at all times and in case of expiry of the card, the same shall be promptly renewed by the Agency. Agency will ensure timely issuance of the ID cards which will be valid throughout the period of Contract. |
| 15. | Removal/Replacement of Personnel deployed |
| 15.1. | The personnel being deployed by the service provider shall ordinarily be continued and would not be changed without written intimation, consultation and approval of Officer-in-charge of the Purchaser. If service provider at its initiative replaces the personnel without intimation and due consent of the Purchaser, then a penalty of Rs.1000/- per day per personnel may be charged to the Service Provider from the date of change of deployed |

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| | personnel till the date of intimation. |
| 15.2. | The Service Provider shall share the list of all personnel to be deployed at Purchaser site at the start of the project. Further, the Agency shall provide the list of all such personnel on a monthly basis to the Purchaser. Any change in the personnel shall be immediately communicated to the Purchaser in addition to the monthly update. |
| 15.3. | Upon the written directions of the Officer-in-charge SE(O&M/City) of the Purchaser, the Service Provider shall immediately remove from the works/ services any person or persons deployed thereon, who may in the opinion of the Officer-in-charge SE(O&M/City) is incompetent or responsible for misconduct. In case the Agency has any difference of opinion with Officer-in-charge of Purchaser in this regard, the matter shall be referred to Controlling Officer (CIAO), whose decision shall be final and binding by the Agency. Such persons shall not be employed again on the works without the written permission of the Officer-in-charge SE(O&M/City), or any other officer authorized for such purpose. |
| 15.4. | All personnel engaged under this Contract by the Service Provider shall be employees of Service Provider. Purchaser shall not have any liability/responsibility to absorb the persons engaged by the Service Provider and/or extend any type of recommendation, etc. for obtaining any job with the Purchaser or elsewhere. |
| 16. | Subletting |
| 16.1. | The Service Provider shall not sublet any activity or any part thereof under the Contract. |
| 17. | Force Majeure |
| 17.1. | <p>Force majeure condition is herein defined as:-</p> <ul style="list-style-type: none"> (a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics. (b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions. (c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipment's etc. (d) Strikes slow down, lockouts continuing for more than three (3) weeks. (e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply. (f) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be. <p>All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.</p> <p>NOTE :- The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The Purchaser shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the Purchaser shall be binding on the firm.</p> |
| 18. | Damage to property and injury to personnel |
| 18.1. | The Agency shall indemnify and keep indemnified the Purchaser against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. |
| 18.2. | The Purchaser shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Service Provider. The Service Provider shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to. |
| 18.3. | In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments or applicable compliance thereof, Authorized officer of Purchaser shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be |

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| | deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered, and any excesses shall be refunded. The opinion of the Authorized officer of Purchaser shall be final in regard to all matters arising under this clause. |
| 18.4. | In case of any loss of life or accidents of personnel engaged during discharge of services on the contract, if any investigations point towards malpractice or negligence on behalf of the agency then the Employer reserve the rights to suspend the contract. |
| 18.5. | In case it is found that any theft or damage has occurred to the property or premises of the Purchaser due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by the Purchaser shall be recovered from the Agency's bill or from their Security Deposit/ Contract Performance Guarantee or in any other manner as may deemed fit. |
| 18.6. | In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the Purchaser, it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the Purchaser. |
| 18.7. | The Purchaser shall be deemed to be indemnified by the Agency for lapses or other mischief's etc. by its personnel. |
| 18.8. | Claims arising due to "any activity" shall be liable for adjustment from contract performance guarantee furnished by Service Provider. |
| 19. | Settlement of Disputes and Arbitration |
| (a) | Settlement of Disputes |
| 19.1. | <ul style="list-style-type: none"> i. If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation. ii. If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Chief Internal Audit Officer, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision. iii. The decision/instruction of the Chief Internal Audit Officer shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration within thirty (30) days of such decision/instruction. iv. In the event the Chief Internal Audit Officer fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration, shall notify his intention to the Chief Internal Audit Officer within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor. v. In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration, he shall notify such intention to the Contractor |
| (b) | Arbitration |
| 19.2. | <ul style="list-style-type: none"> i. All disputes or differences in respect of which the decision, if any, of the Chief Internal Audit Officer and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below: ii. The employer or contractor either of them may after exhausting the provision of clause-38 may refer to the unsettled dispute to MP Madhyastha Abhikaran Adhinium under the Act (MP Madhyastha Abhikaran Adhinium 1983) with its latest amendment. The aggrieved party has to approach the Madhyastha for arbitration in accordance with the provision of MP Madhyastha Abhikaran Adhinium 1983. The |

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| | <p>decision of MP Madhyastha Abhikaran Adhinium shall be final and binding up on the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of MP Indore.</p> <p>iii. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p> |
| 20. | Jurisdiction |
| 20.1. | Any dispute or difference, arising under, out of, or in connection with this tender/ Purchase order shall be subject to exclusive jurisdiction of competent court at Indore only |
| 21. | Blacklisting |
| 21.1. | In case(s) of severe default(s) by the Agency (including but not limited to clause 24 of this section), the process of blacklisting or debarring of Agency and recoveries (if any) thereof may be undertaken by the Purchaser if deemed necessary. |
| 22. | Necessary Compliances (applicable in accordance with Eligibility Criteria) |
| 22.1. | The Agency shall provide and be responsible for payment of wages, salaries, and other statutory privileges and facilities as applicable to its personnel as per relevant and applicable law/rules/regulations and orders of the Central/State Government or local authorities or other authorities as are in force from time to time. |
| 22.2. | All personnel engaged under this Contract by the Agency shall be employees of Agency. Purchaser shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or extend any type of recommendation, etc. for obtaining any job with the Purchaser or elsewhere. |
| 22.3. | The Agency shall at the time of execution of the Contract have PF code number obtained from authorities concerned under the Employee's Provident Fund and Miscellaneous Provisions Act, 1952 and remit contributions in respect of the employees employed by him to the PF office concerned every month or obtain the same within a month after the agreement for the concerned employees. |
| 22.4. | The Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of the Purchaser as per the time period defined by the Purchaser. |
| 22.5. | The Agency shall also submit periodical reports on various labour laws such as Contract labour (Registration & Abolition) Act-1970, The Code on Wages 2019, Employees Provident Fund Act etc., under intimation to maintain the designation of the principal employer. |
| 22.6. | The Agency shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under laws. Agency shall deploy adequate number of persons for execution of the Contract regulating their working hours and weekly off within the statutory limit. |
| 22.7. | The Agency shall provide their prescribed uniforms, identity card, name badges and safety items/kits etc. to his employees, as required under law. |
| 22.8. | The Agency shall in the event of his workman / employees sustain any injury or disablement due to an accident or any other cause arising out of and in the course of its employment, provide necessary medical treatment and pay compensation, if any, required under the Employee's Compensation Act, 2010 and other applicable laws. |
| 22.9. | If any of the persons engaged by the Agency misbehaves with any officials of the Purchaser or its consumers or commits any misconduct in connection with the property of the Purchaser or suffers from any serious communicable diseases or who may in the opinion of the Officer-in-charge is incompetent , the Agency shall be liable to replace them immediately. |
| 22.10. | The Agency shall ensure that necessary information regarding the persons engaged by it is intimated to the concerning police station and a copy of the same shall be submitted to the concerned Officer-in-charge of the Purchaser. |
| 22.11. | The Agency should comply with all the applicable laws in force and effect for the time being, including being, registered under the various applicable labour laws. |
| 23. | Taxes |
| 23.1. | Applicable GST shall be paid extra as per prevailing rate. |

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| 23.2. | The Agency shall be responsible for payment of all taxes duties statutory/local levies arising as a result of commercial transactions under this Contract such GST etc. Purchaser shall not be responsible for any tax related liability. |
| 23.3. | During the Contract period, the Agency shall deposit GST and other applicable taxes at prevailing rates as per Government rules/ regulations. |
| 23.4. | If any tax exemptions, reductions, allowances, or privileges may be available to the Agency, the Purchaser shall use its best endeavours to enable the Agency to benefit from any such tax savings to the maximum allowable extent. |
| 23.5. | The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the Purchaser and tax deduction certificate shall be issued to the Agency wherever applicable as per law. |
| 24. | Termination of Contract |
| 24.1. | Events of default Any of the following events shall constitute an “Event of Default”. The occurrence of any “Event of Default” shall lead to consequences as brought out in Clause 24.2 |
| 24.1.1. | <ul style="list-style-type: none"> i. If the Agency fails to deliver services as per Section-IV: Scope of Work. ii. If the Agency unlawfully repudiates the Contract or has otherwise expressed an intention not to be bound by the contract. iii. If the Agency does not make timely payment of salaries to the deployed personnel. iv. If the Agency does not make the mandatory payments like EPF, ESIC and others liabilities if any. v. If it comes to the Purchaser’s notice that the Service provider is indulged in forging documents and submitting forged documents of EPF Challan sheet, ESIC receipt of personnel deployed by it vi. If the Agency becomes bankrupt or insolvent, goes into liquidation. vii. If the Agency fails to make payment of any amount payable to the Purchaser, as and when the same becomes due. viii. If the Agency fails to provide, renew or replenish the payment security and / or contract performance guarantee. ix. If the Agency fails to fulfil any of the directions or orders of the MPERC or comply with the requirement of the electricity laws or other laws in relation to bid area. x. If the Agency transfers, otherwise then pursuant to contract, any material or property of the Purchaser. xi. If the Agency indulges in any malpractice or corrupt practice. |
| 24.1.2. | If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Agency or its employees. |
| 24.2. | Consequences of occurrence of Event of Default as per Clause 24.1 – “Termination upon Event of Default” |
| 24.2.1. | In case of occurrence of Event of default as mentioned in Clause 24.1 of Section-V “General conditions of Contract”, the Purchaser shall issue a notice related to “Event of Default” to the Agency. The Agency shall be required to mitigate the reasons for “Event of Default” and submit its response to Purchaser in writing within 15 days of issuance of notice of “Event of Default”. |
| 24.2.2. | <p>In case of non-mitigation of reasons of “Event of Default”, or non-responsiveness, or unsatisfactory response from the Agency within the stipulated timeline as per Clause 24.2.1 of GENERAL TERMS & CONDITIONS OF PURCHASE”, the competent authority of the Purchaser, may at its discretion, terminate the Contract either in whole or in part, by issuing a “Order for Termination”.</p> <p>The termination shall take effect on 30th day of issuance of “Order for Termination”, or such extended period (over and above 30 days) as may be decided by the Purchaser.</p> |
| 24.2.3. | <p>Upon receipt of order of termination, the Agency shall immediately:</p> <ul style="list-style-type: none"> (a) Remove his/her manpower deployed on performance of services pertaining to the Contract; (b) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition; |

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| | (c) Deliver to the Purchaser all documents, reports prepared by the Agency at the date of termination. |
| 24.3. | Termination for Convenience |
| 24.3.1. | The Purchaser shall be entitled to terminate the Contract without assigning any reason thereof at any time of the Purchaser's convenience, by issuing an "Order for Termination" to the Agency The termination shall take effect on 30 th day of issuance of "Order of Termination", or such extended period (over and above 30 days) as may be decided by the Purchaser |
| 24.3.2. | In such event, the Purchaser shall not be responsible for payment of any compensation, whether in contract or tort or otherwise, towards the Agency. The Purchaser shall not indemnify or compensate for any loss caused to the Agency by such terminations, whatsoever it may be. |
| 24.3.3. | Contract performance Guarantee shall not be subjected to forfeiture in case of termination for convenience. |
| 24.4. | Effect of Termination (Either upon default or for convenience or Change in Management / Government Policy) |
| 24.4.1. | The Agency shall not be entitled for compensation to any loss which they it may incur in this regard. |
| 24.4.2. | The Purchaser shall recover from the Agency all applicable penalties as per SECTION IV-SPECIAL TERMS & CONDITIONS OF PURCHASE.. |
| 24.4.3. | If the contract has been terminated on Convenience as per Clause 24.3, the Purchaser shall have rights to recover any amount payable by Agency to the Purchaser from the Contract Performance Guarantee. |
| 24.4.4. | The Purchaser unconditionally reserve the rights to claim from the Agency, any cost, expenses or loss that may be incurred by reasons of breach of terms and conditions of the contract. |
| 24.4.5. | The Purchaser shall have the rights to recover from the Agency any loss or damage occurred to the property/ items/ materials/ equipment etc. of the Purchaser, due to any act of Agency or its personnel. |
| 24.4.6. | In case Contract with any Agency which has been appointed for a circle is terminated, the Agency appointed for similar work in another circle of the Discom shall be asked to take over the entire work of the Agency whose Contract has been terminated. The rates for work/ services shall be the equal to the rates of Agency, which has been terminated. Other terms and conditions of the works shall be same as applicable for such incumbent Agency in its original area of operation. |
| 25. | Patent Indemnity |
| 25.1. | The bidder shall indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract. In the event of any claim being made or action being brought against the Purchaser or its representative or its employees in respect of any such matters as aforesaid, the bidder shall immediately be notified thereof. |
| 26. | Corrupt or Fraudulent Practice(s) |
| 26.1. | The Purchaser requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s). |
| 26.2. | In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows: |
| 26.2.1. | "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract. |
| 26.2.2. | "Fraudulent practice" means misinterpretation of facts or information in order to influence the procurement process or the execution of Contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to |

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| | establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition. |
| 26.3. | The Purchaser will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question. |
| 27. | The Purchaser may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period of time, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the Purchaser. |
| 28. | RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS/ORDERS |
| 28.1. | All amount recoverable from the successful bidders against any earlier or subsequent contracts/orders including contracts/orders placed on sister concern by the Purchaser will be adjusted/ recovered from any type of payment due against the contracts/orders that may be awarded under this specification OR any other contract(s)/order(s) including the contracts/order placed on sister concern firms placed by Purchaser against other tender specification for the same or the other items. The Purchaser shall have the option to recover the outstanding dues / liability, if any, against the firm against any contracts / orders from the firm's bills / payments due against the orders / contract placed by other Discoms of MP, which shall be binding on the bidders. |
| 29. | COMPLETENESS OF SERVICES |
| 29.1. | The SERVICES shall be completed in every respect with all minor documentation and accessories, even though these may not be specifically mentioned in the purchaser's specifications or the tender's offer. The supplier shall not be eligible for any extra price in respect of such minor things, which can be considered as an essential part of the basic equipment even though not specifically mentioned in the specification or in the offer. |
| 30. | ROYALTIES AND PATENTS |
| 30.1. | All royalties for patents or any charges for usage or infringement thereof that may be involved in the supply shall be included in the offered price and the supplier shall protect Purchaser against any claim thereof. Supplier is fully responsible for such contractual dealing and purchaser shall not be called upon to bear any such charges. |
| 31. | COMPLIANCE OF REGULATIONS |
| 31.1. | The supplier shall warranty that all Goods covered under procurement shall have been produced, sold, dispatched, delivered, tested, in strict compliance with all applicable Rules, Regulations including Industries (Development and Regulations) Act 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirements, as applicable from time to time. The supplier should execute and deliver such documents, as may be needed, by the purchaser in evidence of compliance. All laws, Rules and Regulations are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the vendor and the purchaser shall not be responsible in any manner whatsoever. |
| 32. | REDUCTION OF RATE DUE TO SUBSEQUENT TENDER |
| 32.1. | As a result of opening of the subsequent tender of the purchaser, if the rates received for the same item(s) are found to be lower, then the balance ordered quantity as on date of opening of price bid excluding the quantity which has already been offer for pre dispatch inspection, may be accepted at the lower rates only. If the supplier does not agree to supply the balance quantity at the lower rate, the order will be cancelled by the purchaser without liability on either side provided the ordered delivery period of the balance quantity is existing, otherwise the provision of the clause named "Cancellation/Termination of Order" shall be applicable. |

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Chief Engineer (Purchase)
O/o MD (WZ), MPPKVCL, Indore

SECTION-IV

SPECIAL TERMS & CONDITIONS OF PURCHASE

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| 1. | Period of Contract | | |
| 1.1. | The period of Contract under the scope of work shall be up to 1 year. | | |
| 2. | Submission of Bills and terms of Payment | | |
| 2.1. | Action by Agency | Action by Purchaser | Time Frame |
| | Bill submission | | After completion of total Audit work in all locations as specified in Clause 3 of SECTION-IV Scope of work. The agency shall submit it's Audit reports, along with all calculations, annexure and statements to Officer In-charge SE (O&M/City). The Officer In-charge SE (O&M/CITY) shall issue a work completion certificate to the agency. After getting the work completion certificate from all the circle offices (Officer In-charge SE O&M/City), the agency shall submit a monthly bill of 70% value, along with work completion certificates to The controlling officer (The Chief Internal Audit Officer (CIAO), Indore). The bill for partially completed work shall not be entertained. |
| | | Payment of 70% of fees | The payment will be made within 45 days of bill submission date or as per queue subject to availability of funds. |
| | | Payment of remaining 30% of Contract fees | The agency shall submit bill of 30% value after completion of six months from the date of submission of final audit report, The payment will be made within 45 days of bill submission date or as per queue subject to availability of funds. |
| 2.2. | The bills/invoices should be submitted in triplicate to Controlling Officer Chief Internal Audit Officer (CIAO) with copies of attendance certificates, work completion certificates from each of the offices in original and audit report as per below Clauses- 3.3 in Soft & Hard copy after satisfactory completion of work. | | |
| 2.3. | 70% Payment of the fees will be made after completion of works as mentioned in SECTION-VI Scope of work and 2.1 of Section IV SPECIAL TERMS & CONDITIONS OF PURCHASE of the bid document. The agency shall submit bill of 70% value after completion of seven days from the date of submission of final audit report. The payment will be made within 45 days of bill submission date or as per queue subject to availability of funds, after deducting penalties if any. | | |
| 2.4. | Completion of work will be acknowledged when a Certificate in original shall be produced from each auditee offices i.e. SE (O&M/CITY) as per Clause- 7.5 of SECTION-VI Scope of work and The Audit report in 2 copies is submitted as per Clause- 6.7 of SECTION-VI Scope of work along with all necessary details/Annexures to the Controlling Officer i.e. concerning SE (O&M/CITY). SE (O&M/City) after verification of Audit report will ensure corrective action in subsequent monthly invoice of such WE generator as per Audit observation and shall forward a copy of Audit report to The Chief Internal Audit Officer (CIAO) for the purpose of passing the bill of Auditor firm. The Auditor firm shall also ensure to submit satisfactory reply to any clarification regarding Audit observation raised by their firm sought by Controlling officer. | | |
| 2.5. | Balance 30 % payment of the accepted fee shall be made after six months of the submission of the final audit report, subject to submission of bill of 30% value by agency, provided that no irregularities resulting in loss of revenue or any penalties to the company are found subsequently out of the work done by the firm and ensuring that all the assistance required from the auditor firm in resolving matters relating to the period under audit have been received whether or not same were dealt within the audit report by the auditor. The date of completion shall be reckoned from the date of submission of final audit report to Officer-in-charge i.e. SE (O&M/CITY). The payment will be made within 45 days of bill submission date or as per queue subject to availability of funds. | | |
| 2.6. | No interest, claim or penalty etc. would be payable by MPPKVVCL in case of any delay in payment beyond stipulated time. | | |

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| 2.7. | No. advance payment should be made against audit fee. | | | |
| 3. | Work Delivery Schedule | | | |
| 3.1. | The work shall start within 7 days from the date of execution of agreement and shall be completed as per the table below: | | | |
| | Scope of Work | Delivery time from Start of work | Extension at Employer's Discretion | Maximum number of days for completion of monthly concurrent Audit |
| | Outsourcing of Concurrent Audit of Wind & Solar Generator's invoices for FY 2023-24 under MPPKVVCL, Indore | 15 Days | 3 Days | 18 Days |
| 3.2. | The agency shall obtain attendance certificate for Audit team & work completion certificate from the respective offices i.e. SE (O&M/CITY) where the audit is performed mentioning the number of RE generators whose audit of monthly invoices has been carried out. | | | |
| 3.3. | Subsequently the audit report including Reporting Proforma shall be submitted to the Officer-in-charge SE (O&M/CITY) in soft copy and hard copy within 3 days of the completion of the concurrent audit. | | | |
| 3.4. | The purchaser reserves the right to appoint another bidder to get the work done in the event of failure of the bidder to commence the work as per schedule or if the progress of the work is not commensurate with the time completion mentioned above. In such a case the CPG/security deposit of the firm will be forfeited. | | | |
| 4. | Contract Performance Guarantee / Security Deposit | | | |
| 4.1. | The Agency shall furnish Bank Guarantee (valid for the entire Contract period + 6 Months and extension (if any) thereof or Cash or Demand Draft for an amount equivalent to 10% of total estimated Original Contract value . The bank guarantee shall be from Scheduled bank. | | | |
| 4.2. | Within Thirty (30) days of issue of letter of award, the successful bidder(s) shall then furnish requisite Contract performance guarantee which could be invoked at any branch of the bank in Indore or nearest to Indore, extending the guarantee, in MP and also execute an agreement on the prescribed form duly stamped for the due and proper fulfilment of the Contract. The cost of stamp paper including cost of revenue stamps and stationery charges shall be borne by the Agency. | | | |
| 4.3. | Failure by the successful bidder to furnish the prescribed Contract performance guarantee or to execute the agreement within the period specified in Bid document after his/her bid has been accepted or notice to start the work within such time as is determined by the Controlling officer (CIAO) after notification of the acceptance of the bid shall entail action as deemed appropriate by the Purchaser (including forfeiture of the earnest money deposit (EMD), cancellation of the Contract, blacklisting of bidder, etc.). | | | |
| 4.4. | The Contract performance guarantee shall only be released by respective Chief Engineer (Purchase) subject to an undertaking by the Agency stating successful completion of Contract along with certificate from Controlling Officer (CIAO) of the Purchaser stating that all statutory compliances have been made successfully. | | | |
| 5. | Acceptance or Rejection of bid/offer | | | |
| 5.1. | The Purchaser reserves the right to accept or reject any or all bids without assigning any reasons. The Purchaser also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liabilities to any loss whatsoever it may cause to the Bidder in the process. | | | |
| 5.2. | Any defaulter Agency which has earlier participated in any tender for outsourcing of activities in any office/department of the Purchaser and has not taken over the work against order placed on them (or) their order has been cancelled by the Purchaser on account of poor performance of the Agency (or) because of not making payment of wages/statutory payment, such bidders/Agency shall not stand eligible to participate in this tender process and their bid/proposal/offer may be summarily rejected by the Purchase. | | | |
| 6. | Penalty | | | |
| 6.1. | If work is not started &/or completed by bidder firm in stipulated time period, then penalty @0.5% of the contract value per week or part thereof subject to maximum 10% of the total contract value of the work shall be imposed. | | | |
| 6.2. | In the event of non-submission of the report within time schedule (within 03 days) specified in | | | |

| | |
|------------|---|
| | Clause-3 of Section-IV (SPECIAL TERMS & CONDITIONS OF PURCHASE) after completion of the audit of an auditee office, then penalty @ 5% of contract value per month or part thereof subject to maximum 10% of the value of the work shall be imposed. |
| 6.3. | In the event of improper/incomplete submission of the report, the penalty shall be imposed @ 5% of the value of the work. However, even on notifying the incompleteness, if the same is not corrected and resubmitted in the time given by CIAO/Office In-charge additional penalty @ 5% of the value of the work shall also be imposed. Officer-in-charge reserves the right to reject the Internal Audit report, in cases where the observations in the Internal Audit Report are found to be dissatisfactory. |
| 6.4. | However, in the event of non-completion of the work in the stipulated time period due to unforeseen conditions, the auditor firm will be required to apply for grant of additional time period. |
| 6.5. | Request of extension of time period desired by the auditor firm shall be considered only if reasonable and justified ground exists at the sole discretion of Officer-in-charge. |
| 7. | COMMENCEMENT OF SERVICES |
| 7.1. | The selected bidder shall commence the work of Concurrent Audit within 7 days of signing of the agreement or as per direction given by Chief Internal Audit Officer. |
| 8. | SUSPENSION/BANNING OF BUSINESS DEALINGS |
| 8.1. | Suspension / Banning of Business Dealings with supplier/ contractor/vendor/Service provider may be resorted to for serious lapses in performance/ misdemeanours, such as abandoning the work without completion, non-timely execution of the contracts, resorting to unfair means (including false certification), adoption of unethical business practices, furnishing manipulated documents, etc. |
| 9. | SUSPENSION OF SERVICES |
| 9.1. | MPPKVVCL, Indore reserves the right to suspend the selected bidder by a written notice and suspend all payments to the selected bidder, if the selected bidder fails to perform their obligation in the assignment or involved in any misconduct. Also reserve the right to debar the firm or intimate to ICAI for appropriate action against the firm in extreme cases. |
| 10. | CONTRACT AGREEMENT |
| 10.1. | The successful Bidder should enter into an Agreement with Chief Internal Audit Officer, O/o MD (WZ) MPPKVV Co. Ltd., Indore on Non-judicial stamped paper of value of Rs. 1000/- within Seven (7) days of acceptance of LoA or as permitted by the Chief Internal Audit Officer, failing which the award will be cancelled. |
| 11. | DECLARATION OF RELATIONSHIP |
| 11.1. | (i) The tenderer/bidder should disclose his relationship with officers / official of the M.P.P.K.V.V.Co.Ltd., if any with tender. (ii) The bids not accompanying the above certificate will be rejected. The declaration must be furnished in the format given in Schedule-XII . Any false information furnished in the declaration, disclosure, if revealed later the contract shall be liable to be terminated and the company will be entitle for recovery of damages. |
| 12. | CO-ORDINATION AND FOLLOW UP OF AUDIT WORK |
| 12.1. | Chief Internal Audit Officer, Executive Engineer (Audit), Deputy Director (Audit), Accounts Officer (Audit) O/o MD (WZ) MPPKVVCL, Indore will be in-charge for co-ordination of audit work. The successful bidder, after award of work is required to approach the officer concerned on all matters for smooth and effective conduct of audit. The term coordination covers the entire gamut of activities viz., finalization of audit programme, discussions and acceptance of deliverables, settlement of payment, dispute resolution as per the contract terms etc. And For the purpose of execution of contract at field offices concerning Superintending Engineer (O&M/City) shall act as the Officer-in-charge. |
| 13. | STATUTORY RULES, ACT & REGULATIONS |
| 13.1. | (i) The rates and prices quoted by the tenderer/bidder while submitting the tender shall be FIRM till the contract is completed. The quoted rates shall be binding on the tenderer/bidder. (ii) For any failure of implementing the statutory rules and regulations by the tenderer/bidder the MPPKVV Co. Ltd will be at liberty to recover such amounts from the bills or security deposits of the tenderer/bidder or any other payment available with the Company in the name of bidder firm. (iii) The Contract will be liable for termination if the work is not carried out satisfactorily and in accordance with Rules & provision. (iv) The successful tenderer/bidder shall be responsible for engaging employees at his choice. |

| | |
|------------|---|
| | Under no circumstances, the employee of the successful tenderer/bidder shall be considered as MPPKVV Co. Ltd. Employee. The tenderer/bidder shall make it clear to the employee engaged by him that they are his employee and MPPKVV Co. Ltd. has nothing to do with their employment or any other claims. |
| | (v) Any other terms and conditions as per MPPKVV Co. Ltd. Rules and Regulations, not covered herein will be binding on the tenderer/bidder. |
| | (vi) All disputes arising out of this contract should be decided in the courts situated in Indore |
| 14. | ESCALATION |
| 14.1. | No escalation charges or additional amount whatsoever shall be paid to the selected bidders. |
| 15. | QUANTITY VARIATION |
| 15.1. | <p>(i) During the contract period, the Purchaser reserves the right to increase or decrease up to 100% (Hundred percent only) of contract value and consequent change in the quantity of supplied Support Services (Concurrent Audit) specified without any change in ex-work price(s) or other terms & conditions during the execution of the contract.</p> <p>(ii) The quantity variation may be over and above as mentioned in point No.(i) on mutual consent with service provider. The purchaser will issue order in respect of such quantity after due approval of MD (WZ).</p> |

-sd-

Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

SECTION-V
PRICE VARIATION

Not Applicable

-sd-

Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

SECTION-VI

SCOPE OF WORK/SERVICES

1. OVERVIEW

The broad objectives of the audit are as follows: -

- (a) To avoid possibilities of errors and omissions occurring in monthly energy invoices of RE generators.
- (b) To ensure compliance of Electricity (Late Payment Surcharge and related matters) Rules 2022 notified and as amended time to time by The Ministry of Power.

2. STRUCTURE OF AUDIT PARTY

2.1. The agency shall deploy at least five audit teams for the work consisting of At Least One (1) Chartered Accountant/ Certified management accountant and at least one (1) Audit Assistants in each team. i.e. Total At Least five (5) Chartered Accountants/ Certified management accountant and at least five (5) Audit Assistants shall be deployed.

2.2. The number of manpower mentioned in Clause 2.1 above are minimum and subject to change as per number of energy generator's invoices in concerning circle office. The prime objective of the Auditor firm should be to complete the Audit of all energy generator's invoices within given time line. There should not be any pendency.

2.3. Minimum Qualification of the Audit team Members:

| Team Member | Educational Qualification | Minimum Experience |
|--|--|---|
| Chartered Accountants/ Certified management accountant | Chartered Accountants having DISA/ISA/CISA Qualification | 2 years post qualification experience as Audit Officer |
| Audit Assistants | Passed the examination of CA/CMA inter /PE-II/IPCC held by ICWAI/ICMAI | 2 years post qualification experience in Audit |
| | Graduate | 3 years post qualification experience in Audit |

Qualification certificate of all the members of the audit team duly attested by the authorized partner of the Firm should be produced before commencement of audit. In case if the Auditor Firm depute the Audit Officer and Audit Assistants other than possessing minimum qualification and experience as desired above, the same shall be treated as non-deputation of the Audit officer or Audit Assistants, as the case may be and the penalty shall be imposed for the same as per clause-6 (Special Terms & Conditions of Contract) of the tender document.

2.4. In addition to Audit team as mentioned above, the Bidder shall have a Team leader or officer in charge who shall be a Fellow Chartered Accountant (FCA) / Fellow Member of the Institute of Cost Accountants of India responsible for the supervision and overall monitoring of the team. He shall arrange all necessary information for the audit team from time to time, effectively supervise and control the audit.

3. DETAILED SCOPE OF WORK

3.1. Location of Auditee offices.

3.1.1 Presently, There are 284 energy generators executing under various circle offices of Discom. The Auditor team shall visit respective locations viz. RAO (Regional Accounts Office) as mentioned in column no 4 of table below for performing the concurrent Audit.

| Sr. No. | Name of Circle | No. of Invoices (Monthly) | Location of RAO |
|---------|-----------------|---------------------------|-----------------|
| 1 | 2 | 3 | 4 |
| 1 | Indore (City) | 1 | Indore |
| 2 | Indore (O&M) | 0 | |
| 3 | Dhar (O&M) | 6 | Dhar |
| 4 | Jhabua (O&M) | 0 | - |
| 5 | Khandwa (O&M) | 1 | Khandwa |
| 6 | Burhanpur (O&M) | 0 | - |

| Sr. No. | Name of Circle | No. of Invoices (Monthly) | Location of RAO |
|---------|----------------|---------------------------|-----------------|
| 7 | Khargone (O&M) | 0 | - |
| 8 | Barwani (O&M) | 0 | - |
| 9 | Ujjain (O&M) | 19 | Ujjain |
| 10 | Agar (O&M) | 48 | |
| 11 | Dewas (O&M) | 42 | Dewas |
| 12 | Shajapur (O&M) | 13 | |
| 13 | Ratlam (O&M) | 69 | Ratlam |
| 14 | Mandsaur (O&M) | 84 | Mandsaur |
| 15 | Neemuch (O&M) | 1 | |
| | TOTAL | 284 | |

- 3.1.2 The place of audit shall be at Officer In-charge SE (O&M/City) Office or concerning RAO office of the circle. The place of audit shall be decided by the respective Officer In-charge SE (O&M/City).
- 3.1.3 The numbers of energy generator are subject to change during contract period and the Auditor firm shall cover all the monthly invoices of forthcoming energy generators also.
- 3.1.4 The location of Auditee offices are variable and may be added or changed during contract period as per change in number of energy generator's invoices.
- 3.1.5 The Auditor shall cover in it's Audit work all revised invoices also which were returned by MPPMCL due to any correction or observations.
- 3.1.6 The Auditor shall cover in it's Audit work any other energy generator invoices/related document as directed by the officer-in-charge SE (O&M/CITY).

3.2 Frequency:- Monthly

3.3 Time lines for Concurrent Audit

- 3.3.1 The WEGs and Solar Generators submits their monthly energy invoices along with Joint Meter Reading statement with original seal & signature of Superintending Engineer, concerned officer of DISCOM and authorized representative of Developers in accordance to the provisions of PPA to concerning Officer In-charge SE (O&M/CITY). The Officer In-charge SE (O&M/CITY) office processes the invoices within 7 days and sends it to MPPMCL Bhopal for payment.
- 3.3.2 The copy of passed invoices shall be provided by concerning Officer In-charge SE (O&M/CITY) to the Audit team at the location of audit as decided by the SE (O&M/CITY).
- 3.3.3 As all the invoices of all developers received in concern circle office are scattered in nature, i.e. no time frame is fixed for developers to submit their invoices in circle office. So it is necessary for the CA firm to reach at 7th day of the month to start its Audit work. The Audit trail for the CA firm shall be the invoices of preceding month including pending bill (if any). i.e. when all the invoices of all the developers are received in the office of Officer In-charge SE (O&M/CITY) and they are further passed by Officer In-charge SE (O&M/CITY) and RAO and forwarded for payment to MPPMCL, they become ready for the purpose of Audit work. The Auditor shall submit the Audit report before end of the month in which the Audit work was started.
- 3.3.4 The audit team will report all the irregularities and aberrations found during the audit to respective Officer In-charge SE (O&M/CITY) in hard and soft copy (through e-mail) and copy of report to Chief Engineer (IR/UR) & Controlling Officer Chief Internal Audit Officer (CIAO), Corporate Office, Indore. (through email on auditwz@gmail.com) also.
- 3.3.5 The Audit report must reach to concerning Officer In-charge SE (O&M/CITY) in such a manner that the anomaly observed by Audit can be adjusted in next monthly invoice of RE generator positively.

4. RECORDS TO BE EXAMINED BY AUDITORS

All the following records are to be examined by the auditors:

- 4.1 PPA / PPWA Agreements of WEGs and Solar Generators.
- 4.2 Monthly energy invoices of WEGs and Solar Generators.
- 4.3 Joint Meter Reading statement.

- 4.4 Main Meter & Check Meter reading.
- 4.5 Export energy reading sheet.
- 4.6 Any other document pertains to the subject.

5. POINTS TO BE CHECKED DURING AUDIT

- 5.1 To match the month, reading date and time in monthly invoice and reading statement.
- 5.2 To check the readings of import and export in invoice with JMR sheet and web portal of RE generators, in case of open access consumers/RE generators.
- 5.3 To match the reading billed in invoice with investor wise bifurcation sheet of export units as per main meter reading submitted by the developer.
- 5.4 Main Meter & Check Meter reading difference shall not be more than $\pm 0.5\%$ in accordance to permissible limit prescribed in Central Electricity Authority (Installation and Operation of Meters) Regulations 2006, Electricity Supply Code 2004 and MPERC Regulations for metering, as amended and revised time to time.
- 5.5 To match the rate billed in invoice with the rate of PPA agreement and JMR sheet.
- 5.6 To match the amount of invoice with rate of PPA and calculation of export units.
- 5.7 To match the invoice amount in digits and words.
- 5.8 To check the PAN and GST number of exporter and Discom on invoice
- 5.9 To check the rate and amount of TCS as per statutory norms.
- 5.10 To ensure compliance of Electricity (Late Payment Surcharge and related matters) Rules 2022 notified by The Ministry of Power.
- 5.11 To check the entry of invoice number and date on PRAPTI portal of MoP, and ensure that the invoices are processed within prescribed time line.
- 5.12 To verify that all monthly energy bills/invoices for Wind Energy Generators (WEG) and Solar Generators are as per the provision of PPA. Also to check that Combined Meter Reading is having Original Seal & Signature of Superintending Engineer or Concerned Officer of DISCOM and Authorized Representative of Developers.
- 5.13 Verify that in the JMR sheet, the top header should be clearly titled as Joint Meter Reading Statement in bold letters and two copies of each challan with original seal and signature should be submitted. Photocopy of challan, JMR sheet, bifurcation sheet and color photocopy of any document will not be accepted.
- 5.14 To check in the bill/invoice presented by RE generator whether the reading is taken for the same month in which the bill is presented or not, checking the bill/invoice number and date as well as checking whether the bill/invoice is not repeated it must be verified. Verify monthly meter readings and verify that energy accounting is done as per the provisions of PPA/PPWA and Regulations/Directions issued by Hon'ble MPERC.
- 5.15 Checking and verifying the reading of Main Meter/JMR reading sheet with the reading entered on REG portal. Difference in generated energy should not exceed $\pm 0.5\%$ as per calculation of main meter and check meter readings as per the permissible limits prescribed in Central Electricity Authority (Installation and Operation of Meters) Regulations 2006, Electricity Supply Code 2004 and MPERC Regulations for Metering (as amended from time to time).
- 5.16 Checking and verifying the main meter export energy reading of wind/solar received by the developer with the export energy reading of the invoice as per the investor wise bifurcation sheet.
- 5.17 Checking and verifying the correctness of the bills/challan(s) and documents submitted in respect of bills/invoices submitted by RE generators and checking all payment calculations.
- 5.18 To verify and certify that the billing software is updated with effect from the effective date of tariff rate consumer category wise as approved by MPERC. Verify that the tariff for taking power from the DISCOM is as per the retail tariff order in force and the injected power is as per PPA/PPWA.
- 5.19 Checking and verifying the compliance of guidelines/guidelines issued by Central Government, State Government, Electricity Regulatory Commission and Power Management Company in Electricity (Late payment Surcharge) Rules, 2022.
- 5.20 To check the contingent liability of RE generators against the cases pending in the courts.
- 5.21 Checking and verifying whether the amendment / correction of bills / invoices submitted and passed earlier by the RE generator has been adjusted in the upcoming bills or not.

- 5.22 Any other document related to the Audit assignment and as per instructions of officer-in-charge SE (O&M/CITY).

6. OTHER TERMS AND CONDITIONS:

- 6.1 Concerning Officer In-charge SE (O&M/CITY) will ensure that all monthly invoices of energy generators are Audited by outsourced Auditor firm. After completion of the audit of a particular office; the auditor firm shall obtain a certificate from the controlling officer of each of the offices regarding completion of the audit.
- 6.2 The Audit report will be required to summarize the findings and recommendations. Any matter which may come in to the notice of the Auditor firm in any way relating to the work during the course of audit will need to be discussed immediately with the In-charge controlling officer of the office of MPPKVVC O Ltd.
- 6.3 Any information provided to the Auditor firm in connection with the assignment must be treated as confidential and protected. The information should only be used for carrying out its obligations under this order in accordance with the applicable professional standards.
- 6.4 In case if MPPKVVC O Ltd., suffers or is likely to suffer any loss or damage, or if any liability of any kind is imposed or is likely to be imposed, whether due to ignorance or negligence or any other cause attributable to the bidder/Auditor firm, an amount equal to such loss or damage or liability shall be recovered from the bidder/Auditor firm.
- 6.5 The Audit work will be completed under the supervision of the Concerning Officer In-charge SE (O&M/CITY) who will be the officer in charge of this work. The authorized representative of the Auditor firm (Proprietor/Partner/CA of the firm) shall consult the Officer In-charge to obtain access to the required documents. After completion of the work the Audit report and recommendation, if any, will be submitted to this office for immediate further necessary action.
- 6.6 MPPKVVC O. Ltd. reserves the rights to exercise independent business judgment with respect to the services and work outputs provided by the bidder/Auditor firm. MPPKVVC O., Ltd. also reserves the rights to take implementation decisions, if any, and render any advice, to determine further action in respect of any matter addressed in the recommendations.
- 6.7 The Auditor firm shall be required to submit the monthly Concurrent Audit report to the Officer In-Charge, Superintending Engineer (O&M/City) Circle and its copy to the Regional Office (CE IR/CE UR) and Controlling Officer Chief Internal Audit Officer (CIAO).

7. RESPONSIBILITIES OF THE AGENCY

- 7.1. During the tenure and execution of this contract the bidder shall be required to be present before the management on need basis.
- 7.2. During the contract period, there shall be regular meetings once in a month between the Officer-in-charge SE (O&M/City) and the senior partners of the firm to discuss the progress of the work.
- 7.3. The bidder firm shall be required to report the outcome of their activities to the Officer-in-charge SE (O&M/City).
- 7.4. During the audit, in case of any finding of any error/ omission the auditor firm shall make revised calculation in Working Proforma and it should be signed by both the auditors as well as officer in charge SE (O&M/City) and shall submit to the concerned office in hard and soft copy.
- 7.5. After completion of the audit of all individual offices, the auditor firm shall obtain a certificate from the Officer In-charge SE (O&M/City) regarding completion of the audit mentioning the number of invoices checked. This certificate shall be produced with the copy of the bill to the Controlling Officer Chief Internal Audit Officer (CIAO) in hard copy.
- 7.6. All the pages of the Internal Audit Report shall bear seal & signature of the Senior Partner of the bidder Firm only, who shall be Fellow Member of the ICAI/ICMAI. The partner signing the audit report shall be responsible for all the work done by the audit team irrespective of the composition of visiting team at the different Offices.
- 7.7. The audit report shall be properly indexed (Containing table of contents) with all the pages of the report numbered.
- 7.8. The soft copy of the Working Proforma shall also be submitted to the Controlling Officer Chief Internal Audit Officer (CIAO).

- 7.9. In its report the auditor firm may provide its observation on internal control system, record keeping and maintenance etc.
- 7.10 The bidder shall be responsible for the lodging and boarding of its employees i.e. the audit teams.

8. RESPONSIBILITIES OF THE PURCHASER

- 8.1. MPPKVVCL will provide reasonable workspace and furniture for the audit team and will try to provide other resources, viz. computers, printers, papers/A4 sheets, stationary, telephone, internet etc. in case of unavailability of the same due to any reason the Auditor firm will arrange the same by the agency, and no separate charges or reimbursement will be made for the above by Discom.

9. TIMELINES

| Event | Responsible party | Time |
|--|-------------------|---|
| Execution of agreement | Both | Within 7 days from the date of award |
| Start of execution of work under the scope | Agency | Within 7 days of Execution of agreement |
| Work completion | Agency | As per Work Delivery schedule as mentioned in Section-VI of SCC |
| Submission of Audit report | Agency | Within 3 days of work completion |
| Submission of Bills | Agency | As per Submission of bills and terms of payment as mentioned in Section-VI of SCC |
| Payment to the agency | Purchaser | As per Submission of bills and terms of payment as mentioned in Section-VI of SCC |

-Sd-
Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

SECTION-VII
LIST OF CONSIGNEE AUDIT OFFICES

| Sr. No | Name of Consignee | Contact No. | Address | Respective RAO |
|---------------|----------------------------------|---|--|-----------------------|
| 1 | The Chief Internal Audit Officer | PhoneNo.0731-2426110 Mobile No.89899-83733 | Audit Section , GPH Campus Pologround MPPKVVCL, Indore | RAO, Indore |

-Sd-
Chief Engineer (Purchase)
O/o MD MPPKVVCL, Indore

SECTION-VIII
LIST OF SCHEDULED BANKS

| <i>S. No.</i> | <i>Name of Sr. Accounts Officer/ Regional Accounts Officer</i> | <i>Name of Bank</i> |
|-------------------|--|---|
| 1 | Indore | State Bank of India, SME Branch, Udyog Bhawan, Pologround, Industrial estate, Indore-452015 MP |

-Sd-
Chief Engineer (Purchase)
O/o MD MPPKVVCL, Indore

SECTION-IX
SCHEDULE-I: PRICE AND QUANTITY
TO BE FILED ONLINE IN ENVELOPE- C

WE QUOTED OUR LOWEST RATES AGAINST TENDER SPECIFICATIONS AS UNDER: -

| Sr. No. | Scope of Work (As per Section VI of the document) | Unit | Tender Quantity (Generator Invoices / per month) | Total Professional Fees exclusive of GST, but including of T.A./D.A., Lodging, Boarding, out of pocket expenses etc complete as per all Terms and conditions mentioned in the Tender Document (Rs./unit/per month) | GST %age on total (Ex works + F&I) | | | Total GST Amount (INR/unit/ per month) | Total Amount of fees inclusive of GST (Rs./unit/per month) | HSN/ SAC Code |
|---------|--|------|--|--|------------------------------------|------|------|--|--|---------------|
| | | | | | SGST | CGST | IGST | | | |
| | | | | | % | % | % | | | |
| a | b | c | d | e | f | g | h | i=dX(f+g+h) | j=e+i | k |
| 1 | Outsourcing of Concurrent Audit of Wind & Solar Generator's invoices for FY 2023-24 under MPPKVVCL, Indore | No. | 284 | | | | | | | |

NOTE

1. GST Registration Number of Bidder -(Enclose copy of Registration Certificate).
2. GST Registration Number of Madhya Pradesh Paschim Kshetra Vidyut Vitran Company limited is - **23AADCM7397N1ZU**.
3. The bidder shall fill rate either of CGST & SGST, or IGST as applicable.
4. The prices are to be filled strictly in this format only.
5. Responsibility of any lack of clarity leading to confusion will rest with bidders.
6. Rates in various tapering steps shall not be considered.
7. The UNIT of measurement for quoting rate of the item specified in the above Price Bid schedule should be noted carefully before quoting rate(s). The unit shall remain un-changed & applicable as per the above schedule and quoted rate shall be considered only as per the above specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited and if EMD is already exempted, amount equivalent to the EMD required in the tender will have to be deposited to MPPKVVCL

Indore otherwise such firm shall be kept disqualified for TWO (2) future tenders of MPPKVVCL for same/similar item(s), reserving rights of other actions as per provisions of the tender & law of contracts.

8. Any variation in rate of GST during contractual delivery period shall be borne by company (Purchaser).
9. Any downward variation in rate of GST beyond contractual delivery period shall be passed on to company and upward variation shall be borne by bidder firm.
10. Input credit should have been considered under the provision of relevant act, while submitting the above rates.
11. The total amount mentioned in column “j” shall be considered as inclusive of all taxes & duties for that item/service, no other taxes shall be payable.
12. No column shall be left blank, mention zero if not applicable.
13. If user wants to enter any decimal value then please enter as per given example i.e. "0.4" instead of ".4"
14. It may be noted that Payment for works to be performed under this contract shall be released at contracted rates for aforesaid tasks only. Therefore, charges for all other activities to be performed under this contract as per Section VI-“Scope of Work”, must be included in the rates quoted for above by the Supplier.
15. **The rate must be quoted for 1st year of service only with due consideration of quantity variation clause No. 15 of Section-IV, for next three years of services, the successful bidder rates will be increased 5% over the previous year rate.**

Place-
Date-

Signature of Bidder with Seal of Firm :

Name (in full) :
Designation :

SECTION-IX
Schedule-II-DETAILS OF TYPE TEST

Not Applicable

Place-
Date-

Signature of Bidder with Seal of Firm :

Name (in full) :

Designation :

SECTION-IX

SCHEDULE-III

SOURCE OF PROCUREMENT OF MATERIALS

Not Applicable

PLACE:

DATE:

SIGNATURE OF BIDDER

SEAL OF THE FIRM:

NAME:

DESIGNATION/ STATUS:

SECTION-IX

SCHEDULE – IV (A)

SCHEDULE OF QUESTIONNAIRE PART “A”: GENERAL INFORMATION **(TO BE KEPT IN THE ENVELOPE PART-II, (COMMERCIAL/TECHICAL BID))**

(i) Separate sheets should be used, wherever necessary.

| Sr. No. | Particulars | Information | Enclosures |
|---------|---|-------------|--|
| 1 | Name of the Firm | | |
| 2 | Telephone Nos. / Mobile No. | | |
| 3 | Fax Nos. | | |
| 4 | E-mail address | | |
| 5 | Address of the Head Office of the Firm (Phone No., Email id, fax, Mobile No., Address) | | (i) Latest constitution certificate of the Firm issued by ICAI/ICWAI (ii) Photocopy of PAN Card (iii) Photocopy of GST Reg. Certificate (iv) Audited Copy of P&L Accounts, Balance Sheet and Income Tax Return for FY 2021-22. (v) Certified Copy of Latest Partnership Deed |
| 6 | Firm Registration No. (as mentioned in the constitution certificate) | | |
| 7 | Date of Establishment of Firm | | |
| 8 | Date of Formation of Partnership Firm in case initially established as Proprietorship Firm | | |
| 9 | Whether the Head Office is in Indore Area | | |
| 10 | No. of Branches of the Firm | | |
| 11 | Address of Branches with the Date of Opening | | |
| 12 | Number of Partners | | |
| 13 | Number of Full-time Partners with the firm | | |
| 14 | Name of the Partners in the firm along with their membership number issued by ICAI, and the year of association with the firm | | |
| 15 | No. of CA/CMA on the roll of the Bidder | | |
| 16 | Name of DISA/CISA Qualified CA/CMA | | Certified copy of DISA/CISA/ISA Certificates of the DISA/CISA/ISA Qualified CA/CMA |
| 17 | No. of other paid staff on the roll of bidder | | |
| 18 | No. of Articles Trainees | | |
| 19 | Team Leader to be assigned on the assignment with their Qualification | | Bio data with experience of the Team Leader |
| 20 | No. and name of the Professionals and Audit Assistants to be provided by the bidder on the assignment. | | Bio data of the Audit Officers and Audit Assistants to be assigned on the assignment. |
| 21 | Any other information that bidder may like to Provide | | |

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX

SCHEDULE – IV (B)

PART “B”: COMMERCIAL INFORMATION

(TO BE KEPT IN THE ENVELOPE PART-II, (COMMERCIAL/TECHICAL BID))

(i) Separate sheets should be used, wherever necessary.

| Sl. No. | Particular | Unit/Reference | To be filled by bidder |
|----------------|---|---|-------------------------------|
| 1. | i Earnest Money details | | |
| | ii (a) Amount of EMD | Rs. | |
| | (b) Particulars/details | | |
| | iii If exempted, state whether the bidder is | SSI Unit of M.P. only. | |
| | iv Whether reference of documentary evidence regarding exemption enclosed. | Yes/ No | |
| | v Whether the firm is registered under MSME Act. | | |
| 2. | Whether the offer is valid for 180 days from the date of opening of commercial / technical bid | Yes/ No (If no, state validity period). | |
| 3. | State whether the quoted prices are Firm/ Variable | | |
| 4. | Mode of dispatch | By Rail/By Road | |
| 5. | PAYMENT TERMS | | |
| | Whether Purchaser's terms of payment is acceptable to the bidder. | Yes/ No | |
| 6. | DELIVERY PERIOD | | |
| | Whether agreeable to Purchaser's Delivery Clause. | Yes/ No | |
| 7. | PENALTY CLAUSE | | |
| | Whether agreeable to Purchaser's penalty clause. | Yes/ No | |
| 8. | GUARANTEE PERIOD | | |
| | Whether agreeable to Purchaser's guarantee clause. | Yes/ No | |
| 9. | SECURITY DEPOSIT | | |
| | a Whether agreeable to furnish Security deposit @10% of value of order for satisfactory execution of the order and to cover guarantee period. | Yes/No | |
| 10. | EXTENSION ORDER | | |
| | Whether Purchaser's terms of extension order is acceptable to the bidder. | Yes/ No | |
| 11. | Whether rates offered are applicable for part quantities also. | Yes/ No | |

| | | | |
|-----|---|--|--|
| 12. | Have you noted that you have quoted prices in the desired format | | |
| 13. | Please mention the quantity quoted in the Price Schedule-I (Rating & size-wise, if any). | | |
| 14. | Please furnish information in respect of firm's Bank Account in support of payment term. | | |
| | (i) Name of Bank and Branch address. | | |
| | (ii) Firm's Bank Account Number. | | |
| | (iii) IFS code of the Branch for RTGS transfer. | | |
| 15. | Whether your firm is an individual / proprietorship / partnership / or any other type | | |
| 16. | Copy of GST Registration with Number | | |
| 17. | Indicate PAN No. (with copy) | | |
| 18 | Details of Tax quoted (Whether exemption or concessional rate support with necessary document) | | |
| A | CGST | | |
| B | SGST | | |
| C | IGST | | |
| | | | |

PLACE:

DATE

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX
SCHEDULE - IV

PART “C”: TECHNICAL INFORMATION
(TO BE KEPT IN THE ENVELOPE PART-II, (COMMERCIAL/TECHICAL BID))

Not Applicable

| | |
|---------------|--|
| Place- | Signature of Bidder with Seal of Firm : |
| Date- | Name (in full) : |
| | Designation : |

SECTION-IX

SCHEDULE - V

UNDERTAKING / DECLARATION BY THE BIDDER

The following declaration/Undertaking must be submitted by all the bidders on non-judicial stamp paper worth Rs.100/- duly notarized

(A) “Regarding Conflicting of Interest ”

I sole proprietor / partner / Director of M/s,..... under take that I am not interested as a proprietor and/or partner and/or in any other party/firm, participated in tender No. ----- of Purchaser due for opening on ____/____/20____ for procurement of -----.

(B) “Regarding Black listing/Debarring of the firm ”

We hereby undertake and submit the declaration that our firm/company is not debarred / black listed for future business with any of the Discoms of M.P.

In case, at any stage if the above declaration is found false or incorrect, the Purchaser shall be free to take any punitive / legal action against us, as may be deemed fit, which shall be acceptable / binding on us and the consequences shall be to our account.

(C) “Regarding information/details given”

I,....., the Sole proprietor / partner/ authorized signatory of M/S....., participating in the bidding process against tender No..... undertake that I am not interested as a proprietor and/or partner in any other firm participated in the tender for procurement of....., and specifically undertake that our firm/Company

- (i) Not follow & shall not follow unethical/unfair/fraudulent practice in any manner.
- (ii) Has no conflict of interest with any bidder/firm participating in the tender as required under clause-2 of Section-II of the tender.
- (iii) Not concealing any material information.
- (iv) Not given any false document/information, misleading fact or statement related to eligibility criteria or to get any advantage in bidding process, in the offer/bid submitted against the tender,
- (v) Has not been debarred/blacklisted for future business with Purchaser/other Discom of MP.

(D) ‘Regarding Serving Officer(s) or Employee(s) of the MPPKVVCL, Indore’

We confirm that no Serving Officer(s) or Employee(s) of the MPPKVVCL, Indore is/ are partner(s) of the firm or having shares or has any interest in the firm. It is also confirmed that no any partner of the firm has any relationship with any serving Officer(s) or Employee(s) of the MPPKVVCL, Indore.

Further, the MPPKVVCL will have full right to cancel the Purchase Order, if awarded and forfeit the EMD/Bid Security & Performance Guarantee as applicable in the event of the above condition/situation is observed, even at a later date i.e. after opening of Price Bid / award of Purchase Order.

Note: The undertaking should be given by the proprietor / Partner/ Director/ Authorized signatory of the Company

SIGNATURE OF TENDER

NAME IN FULL

DESIGNATION / STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX
SCHEDULE-VI
DECLARATION - I

I,Sole proprietor/ partner of M/s. is giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions in the event of situations viz unfair/unethical practice by the me/my firm, provisions relating conflict of interest, concealing of any material information by the me/my firm, misleading fact or statement by me/my firm in the offer/bid the Company have right to forfeit the EMD or Performance Guarantee as applicable, even at a later date i.e. after opening of Price or placement of Purchase order.

DATE : (AUTHORISED SIGNATORY)

PLACE : NAME :

DESIGNATION:

SEAL OF THE FIRM:

SECTION-IX

SCHEDULE-VII

DECLARATION – II

(TO BE KEPT IN THE ENVELOPE PART-II ONLINE i.e. COMMERCIAL/TECHNICAL BID)

(To be on Rs.100/- non judicial stamp duly Notarized)

I/We hereby undertake that I/we have not altered/deleted/added any term & conditions, technical specification & Guaranteed Technical Particular of Materials/equipments, etc. incorporated in tender specification (TS No.MD/WZ/06/PUR/TS-.....) uploaded by MPPKVVCL Indore on the MP tender portal <https://mptenders.gov.in>.

I/We further undertakes that during the process of evaluation (or later on during execution) if, any altered/deviation/addition is observed in our submitted offer (with respect to uploaded tender document), the MPPKVVCL Indore will have full rights to reject our submitted offer and may take the action as deemed fit in accordance with the terms & conditions of the tender specification.

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {of Bidder's authorized Bid Signatory (ies)}[#] {In full and initials}:

Full name: {insert full name of authorized Bid Signatory}

Title: {insert title / position of authorized Bid Signatory}

Name of Bidder (Sole Bidder's name or Consortium / JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address} _____

[#] {for a joint venture, or only the authorized signatory, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

SECTION-IX
SCHEDULE-VIII (A) (II)
PART "A"
SCHEDULE OF PAST EXPERIENCE

To,
The Chief Engineer (Purchase),
M. P. PaschimKshetraVidyutVitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (MP)

Dear Sir,

Sub: - **Past supply experience.**

Dear Sir,

We furnish herewith the record of our performance and experience of quoted items as follows:
List of the contracts of Concurrent Audit of Wind & Solar Generator's Invoices for FY 2023-24 under MPPKVVCL, Indore for Central / State PSU(s) / Government Department(s)/ Urban Local Bodies (ULBs) in India during last 5 years as on date of Publish of this tender. as required in Sr.NO. 1, 'Technical Eligibility Criteria' of Section-II:

| S.N. | Name and address of organization / department | Order / Award No. & Date | Contract Period | | Copy of Work order Attached (Yes/No) | Copy of Performance certificate attached (Yes/No) | Work/Service pending for execution within contract period | Reasons for non Completion of order, if any | Remarks (if any) |
|---|---|--------------------------|--------------------------|------------------------|--------------------------------------|---|---|---|------------------|
| | | | Starting on (dd/mm/yyyy) | Ending on (dd/mm/yyyy) | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Sub-Total Assignments (FY 2016-17) | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Sub-Total Assignments (FY 2017-18) | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Sub-Total Assignments (FY 2018-19) | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Sub-Total Assignments (FY 2019-20) | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Sub-Total Assignments (FY 2020-21) | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Sub-Total Assignments (FY 2021-22) up to Jan 2021 | | | | | | | | | |
| | | | | | | | | | |

Note: - Photocopy of the order & performance report should be enclosed.

Signature of Bidder with Seal of Firm :
Place- Name (in full) :
Date- Designation :

SECTION-IX
SCHEDULE-VIII (B)

PART "B": SCHEDULE OF SUPPLY DURING LAST FIVE YEARS

(TO BE KEPT IN THE ENVELOPE PART-II,
"(COMMERCIAL/TECHNICAL BID)")

Not applicable

PLACE:

SIGNATURE OF BIDDER
WITH SEAL OF FIRM

DATE:

NAME IN FULL
DESIGNATION/STATUS

SECTION-IX

SCHEDULE-VIII (C)

PART "C": SCHEDULE OF FINANCIAL INFORMATION

(TO BE FILED ONLINE IN ENVELOPE-B)

Bidder's Name & Address:

To,

The Chief Engineer (Purchase)
O/o MD (West Zone)
MPPKVV Co. Ltd.,
G.P.H. Compound, Pologround Indore.

Sub: - Financial Information.

| Sr. No. | Years | Annual Turn over (In Rs. Lacs) |
|-------------------|-----------|-----------------------------------|
| 1 | 2020-2021 | |
| 2 | 2021-2022 | |
| 3 | 2022-2023 | |
| Aggregate (1+2+3) | | |

Note:

- 1. Attach copies of the audited financial statements of the last 3 financial years.**
- 2. Attach photocopies of Income Tax returns of the firm for last 3 financial years.**

Place- Signature of Bidder with Seal of Firm:

Date- Name (in full):

Designation:

SECTION-IX

SCHEDULE-IX

DETAILS OF QUANTITY OFFERED

Not applicable

Place-

Signature of Bidder with Seal of Firm:

Date-

Name (in full):

Designation:

SECTION-IX

SCHEDULE-X (A)

PART "A"

SCHEDULE OF COMMERCIAL DEVIATIONS

Bidder's Name & Address:

To,

The Chief Engineer (Purchase),
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (MP)

Dear Sir,

Sub: - **Commercial Deviations.**

The commercial Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

| Sl. No. | Condition | Clause No. of tender document | Page No. of Tender document | Statement of deviations and variations |
|---------|-----------|-------------------------------|-----------------------------|--|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

DATE

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this schedule.

SECTION-IX

SCHEDULE-X (B)

PART "B"

SCHEDULE OF TECHNICAL DEVIATIONS

Bidder's Name & Address:

To,

The Chief Engineer (Purchase),
M. P. PaschimKshetraVidyutVitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (MP)

Dear Sir,

Sub: - **Technical Deviations.**

The Technical Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

| Sl. No. | Condition | Clause No. of tender document | Page No. of Tender document | Statement of deviations and variations |
|---------|-----------|-------------------------------|-----------------------------|--|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this.

SECTION-IX
SCHEDULE-XI
GUARANTEED TECHNICAL PARTICULARS

Not applicable

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX

SCHEDULE-XII

DECLARATION OF RELATIONSHIP FORMAT

DECLARATION BY THE TENDERER

(To be submitted on non judicial stamp paper of Rs.100.00)

(In case partner or any relationship of the partners of the firm exist with any MPSEB/MP DISCOM Officer or employees retired or serving)

I.....sole proprietor/partner of M/s.....hereby declare that the following serving or retired officers or employees of the MPSEB (including companies formed) are partners or have shares or have interest in the firm. (This undertaking should be on a non-judicial stamp paper of ` 100/-duly notarized)

| | | | | |
|---|---------------------------|-----|------|-------|
| 1 | Name(s) | (i) | (ii) | (iii) |
| 2 | Status in MPSEB/MP Discom | | | |
| 3 | Address/ Telephone No(s) | | | |
| 4 | Status in the Firm | | | |

And /OR

The relationship of the sole proprietor/partner(s) of the firm exists with the following serving or retired officer or employees of MPSEB (including companies formed). The relationship to the extent of Wife, Father, Mother, Son, Daughter, Son-in-law or Daughter-in-law, Nephew & Niece etc., is to be considered.

| | | | | |
|---|---------------------------|-----|------|-------|
| 1 | Name(s) | (i) | (ii) | (iii) |
| 2 | Status in MPSEB/MP Discom | | | |
| 3 | Address/ Telephone No(s) | | | |
| 4 | Status in the Firm | | | |

SIGNATURE OF THE TENDERER

NAME

STATUS IN THE COMPANY

AFFIXED SEAL OF THE COMPANY

SECTION-IX

SCHEDULE-XIII

DECLARATION/ UNDERTAKING BY THE TENDERER/BIDDER

(To be submitted on non-judicial stamp paper worth Rs. 100/-)

I _____ Sole proprietor / partner of M/s
_____ is giving undertaking that:

1. Our firm/Company/any partner of the firm is not debarred /blacklisted for future business with Discom-WZ / other Discom of MP/ any Government Department or Public Sector Undertaking of any State Government in India or the Government of India for practicing in India.
2. There is no pending or contemplated legal suit or criminal cases on grounds of moral turpitude or for violation of any other law in force.

We understand and agree that if the information mentioned above is found to be incorrect at any stage of this Bidding Process, our Bid shall be considered as non-responsive and rejected accordingly. If this undertaking is found to be incorrect post the issue of LoA, then such LoA issued shall be cancelled and the contract terminated, without any liability to either Party. Under such circumstances, however, we acknowledge and accept the right of MPPKVVCL to encash our EMD.

We further understand and agree that if the Audit is awarded to us and this undertaking is found to be incorrect after execution of the work, the order of appointments stands terminated, without any liability to either Party. Under such circumstances, however, we acknowledge and accept the right of MPPKVVCL to encash our security deposit.

(Signed by an authorized Officer of the Firm, along-with seal of firm)

Title of Officer -

Name of Firm-

Date –

Place

SECTION-IX

SCHEDULE-XIV,

DECLARATION/ UNDERTAKING BY THE TENDERER/BIDDER

(To be submitted on non-judicial stamp paper worth Rs. 100/-)

[Shall be detailed out as indicated in the format on the Company's/ Firm's Letter Head]

I, the undersigned, being the duly authorized representative, do hereby declared that if the work of **Outsourcing of Concurrent Audit of Wind & Solar Generator's Invoices for FY 2023-24 under MPPKVVCL, Indore** is allotted to our firm, the firm shall open its Registered head office in Indore, within one month of the receipt of the LoA from MPPKVVCL., Indore and a copy of the registration of the firm from ICAI showing its Registered head office in the area of Indore will be submitted to the MPPKVVCL., Indore failing to which I shall not start audit work also MPPKVVCL., Indore shall have the right to reject our proposal and forfeit our EMD and security Deposit.

The undersigned understands and agrees to the statement made above.

(Signed by an authorized Officer of the Firm, along-with seal of firm)

Title of Officer -

Name of Firm-

Date –

Place-

SECTION-IX
SCHEDULE – XV:
CHECK LIST

**(TO BE KEPT IN THE ENVELOPE PART-B, “COMMERCIAL/TECHNICAL BID” &
UPLOAD ONLINE ALSO)**

| Sr.No. | Check List Item | Options | Answer |
|---------------|---|----------------|---------------|
| 1. | Whether “Earnest Money Deposit” of specified amount is kept in a sealed envelope-A & the same is uploaded online. | Yes/No | |
| 2. | Whether NSIC/SSI/MSME/DIC Registration Certificate is attached | Yes/No | |
| 3. | Whether confirmation certificate proving bidder is a Manufacturer is attached | Yes/No | |
| 4. | Whether appropriate type test certificate is attached | Yes/No | |
| 5. | Whether P&L Accounts of last 5 year are enclosed | Yes/No | |
| 6. | Whether Balance Sheets of last 5 year are enclosed | Yes/No | |
| 7. | Whether duly signed “Tender Document” is attached with the bid | Yes/No | |
| 8. | Whether all schedules except schedule-I (Price bid) duly filled & signed with supporting document are enclosed | Yes/No | |
| 9. | Schedule I: Price bid is duly filled in and digitally signed by the signatory authority & uploaded online in envelope-C | Yes/No | |
| 10 | The schedule-XII i.e. Check List submitted and uploaded online in envelope-B | Yes/No | |

-Sd-

Chief Engineer (Purchase)
O/o MD (WZ), MPPKVCL,
Indore

SECTION - IX

SCHEDULE – XVI: Draft Contract Agreement

**To be executed on non-judicial stamp paper worth Rs. 1000/- and one rupee revenue stamp
(stamp should be affixed over it)**

THIS AGREEMENT made on this the day of, against office order no.....dtd.....

BETWEEN

(1)<Name of the Purchaser>.....*For West Discom - Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd, Indore.(Constituted vide order dtd 31.05.2005, notified by the Stste Government implementing restructuring of MPSEB vide no. 3679/FRS/18/13/202 to give effect to reorganization of Madhya Pradesh State Electricity Board under the provision electricity act 2003 (No.36 of 2003), The applicable provision of Madhya Pradesh Vidut Sudhar Adhiniyam 2000(No.04 of 2001) and transfer scheme rule 2003) hereinafter referred to as the West discom company of the one part.*

and

(2) M/s_____ of _____ (hereinafter refer to as the contractor/service provider/ Supplier which expression shall where the context so admits include his heirs, executors, administrator & representatives), of the other part.

Whereas in accordance with the notice inviting the tender dtd.....issued by CE (Pur)/Addl.C.E.Pur O/o MD/WZ/MPPKVVCL, Indore. The contractor/service provider/ Supplier submitted his offer which was opened on dtd..... for Whereas West zone company & the contractor/service provider/ Supplier has decided to have provide& the contractor/service provider/ Supplier has agreed for the same upon the terms or condition here in after contained :-

Now it is hereby declared agreed as follows:

1. The contractor shall perform & carry out all matters incidental / ancillary there to within time specified & in accordance with the special & general terms & condition of the tender document no.....& price bid opened on dtd for in witnesses where of the parties here to signed this agreement on the date & here mentioned against their respective signatures.

Article 1: Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) Order/Award of Contract No., Dated:
- (b) Price &Quantity
- (c) Specification & Scope of Work
- (d) General Terms & Condition
- (e) Other completed Bidding Forms submitted with the Letter of Bid
- (f) Bid document as submitted by the Bidder including qualification of resources, standards of performance
- (g) Any other documents shall be added here.

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 **Definitions** Capitalized words and phrases used herein shall have the same meanings as are described to them in the General Conditions of tender document.

Article 2: Price & statutory levies and Terms of Payment-

2.1 Price & statutory levies (Reference general terms & condition of purchases Clause)

The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be

the aggregate of **Rs:** (**In words Rs.....**) as specified in **Schedule “I”. Price & Quantity Schedule** or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference general terms & condition of purchases Clause

The terms and procedures of payment according to which the Purchaser will make payment the Contractor are given in the purchases (Terms of Payment) hereto.

Article 3: Effective Date

3.1 Effective Date

The Effective Date is the date upon which the contract period (1 Year) shall be counted after the date of placement of award, when all of the following conditions have been fulfilled:

- (a) The Contractor has submitted to the Purchaser the Performance security.
- (b) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Contractor;

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

If the conditions listed under article 3.1 are not fulfilled within 30 day from the date of this Award notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract. If the reasons are attributable to the Contractor, the provisions of Suspension / Banning of Business Dealings along with applicable penalties become applicable.

- The laws applicable to this Contract shall be the laws in force in India. The Courts of Indore shall have exclusive jurisdiction in all matters arising under this Contract.

3.2 Resolution of Disputes

(a) Settlement of Disputes

- i. If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.
- ii. If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Chief Internal Audit Officer, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.
- iii. The decision/instruction of the Chief Internal Audit Officer shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration within thirty (30) days of such decision/instruction.
- iv. In the event the Chief Internal Audit Officer fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration, shall notify his intention to the Chief Internal Audit Officer within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.
- v. In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration, he shall notify such intention to the Contractor.

(b) Arbitration

- i. All disputes or differences in respect of which the decision, if any, of the Chief Internal Audit Officer and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
- ii. The employer or contractor either of them may after exhausting the provision of clause-38 may refer to the unsettled dispute to MP Madhyastha Abhikaran Adhinium under the Act (MP Madhyastha Abhikaran Adhinium 1983) with its latest amendment. The aggrieved party has to approach the Madhyastha for arbitration in accordance with the provision of MP Madhyastha Abhikaran Adhinium 1983. The decision of MP Madhyastha Abhikaran Adhinium shall be final and binding up on the parties. The language of the arbitration

- proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of MP Indore.
- iii. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

Article 4: Communication Address

4.1 The address of the Purchaser for notice purposes, pursuant to SCC 11 is:

Attention:

Address:

City: PIN Code: Country: **India.**

Telephone:

Facsimile number:

Electronic mail address:

4.2 The address of the Contractor for notice purposes, is:

.....
.....
.....

Article 5: Schedules & Annexure-

5.1 The **Schedules & Annexure** listed in the tender document, order & this contract agreement shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to **Schedules & Annexure** shall mean the **Schedules & Annexure** attached to purchase order, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Purchaser and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Purchaser

.....

Name :

Designation :

Purchaser :

in the presence of

1.

2.

Name :

Name :

Designation :

Designation :

Purchaser :

Purchaser :

Signed by, for and on behalf of the Contractor

.....

Name :

Designation :

Firm Name :

in the presence of

1.

2.

SECTION – IX

SCHEDULE – XVII: PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be executed on non-Judicial stamp paper worth Rs. 0.25% of security deposit (Maximum 25,000/-) and one rupee revenue stamp may be affixed on bank guarantee)

Bank Guarantee No..... dtd.....

In consideration of the M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore having agreed to accept this bank guarantee in lieu of cash deposit by way of Security for due and faithful performance required from M/s..... herewith after referred to as contractors

the bank hereby agrees unequivocally and unconditionally to pay **at par in any of its Branch situated in Indore or nearest to Indore**, within 48 hours on demand in writings from the M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore or any officer authorized by it in this behalf of any amount upto and not exceeding `

..... (in words) ` to the said M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore on behalf of the aforesaid M/s who have tendered and contracted for the supply of materials, equipments or services to the said M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore against Order No. dt..... for the order value `

This agreement shall be valid and binding on this bank upto and including or for such further period as may hereunder be mutually fixed from time to time in writing by the M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore and the contractors and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of contractors or by any other reasons what so ever and the banker's liability hereunder shall not be impaired or discharges by any extensions of, time or variations or alternation made, given conceded or agreed to with or without bank's knowledge or consent by or between the M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore and the contractors in the existing and / or further tenders and /or contracts.

It is agreed to by the Bank with the MPPKVVCL, Indore that if for, any reason a dispute arises Concerning the Bank's liability to pay the requisite amount to the MPPKVVCL, Indore under the terms of this guarantee the competent Court at Indore alone shall have the jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this guarantee being unequivocal and unconditional as mentioned above.

The liability under this guarantee is restricted to `(in words)

`only). This guarantee shall remain in force until

unless a demand to enforce a claim is made under this Bank Guarantee by the MPPKVVCL, Indore to the Bank **in any of its Branch situated in Indore or nearest to Indore** within six months from that date, the rights of the M.P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability there under: -

- (a) Our liability under the Bank Guarantee should be not exceed `/- = (Rs.....).
- (b) This Bank Guarantee shall be valid up to
- (c) We are liable to pay the Bank Guarantee amount or any part thereof under this Bank Guarantee only, and only if you serve upon us or at **any Branch situated in Indore or nearest to Indore**, a written claim or demand on or before dated.....

- (d) This Bank Guarantee is valid from to Including claim period.
- (e) We confirm for making payment on receipt of original Bank Guarantee duly discharge on or before the expiry of claim period.

Signed for.....
Bank

Witness:

1..... (Signature)
..... (Name)
..... (Address)
.....
2..... (Signature)
..... (Name)
..... (Address)

Annexure-I

Reporting Proforma-A

M.P.Paschim Kshetra Vidyut Vitran Company Limited, Indore

| EXECUTIVE SUMMARY OF HALF MARGINS | | | | | | | | | |
|--|---------------|-----------------|---------------|-------------|--------------------|-------------------------------|--------------------------|---------------------|---------------------------|
| S. No. | Circle | Division | HM No. | Date | Observation | Amount to be Recovered | Amount to be Paid | Proforma No. | Management's Reply |
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| <u>GRAND TOTAL</u> | | | | | | | | | |

Seal and Signature of CA firm

Reporting Proforma-B**M.P.Paschim Kshetra Vidyut Vitran Company Limited, Indore**

| <u>DEVELOPER/RE GENERATOR WISE SUMMARY</u> | | | | | | | | | |
|---|---------------------------|----------------|-----------------------------|-------------------|---------------|-------------------------------|--------------------------|---------------------|---------------|
| S. No. | Name of the Office | REG No. | Name OF RE Generator | Invoice No | Period | Amount to be Recovered | Amount to be Paid | Proforma No. | HM No. |
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| <u>GRAND TOTAL</u> | | | | | | | | - | - |

Seal and Signature of CA firm

Reporting Proforma-C

M.P.Paschim Kshetra Vidyut Vitran Company Limited, Indore

INDEX OF AUDIT PARA

| S. No. | Name of the Office | Audit Para No. | Audit Para Title | HM No. |
|--------|--------------------|----------------|------------------|--------|
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Seal and Signature of CA firm

Reporting Proforma-D

M.P.Paschim Kshetra Vidyut Vitran Company Limited, Indore

AUDIT PARA

AUDIT PARA No XX :-

While conducting the Audit of _____ **office** of MPPKVVCL for the period starting from 01/04/20XX to 31/03/20XX, we have found the following observations:

(1) Audit Para 1.1 (XXXXXX):-

<< Details of Observations >>

A Half Margin on the above observation was issued to concerned authority vide following HMs:

| S. No. | HM No. | Proforma No. | Date of issue of HM |
|--------|--------|--------------|---------------------|
| 1. | | | |

The same is annexed overleaf.

The same HM has been issued to _____ **office.**

Reply by Concerned Department:-

<< Summary of reply received from concerning office in charge >>

Auditor's Comment on Reply:-

<< Auditor's remark / comments / corrective action required >>

Seal and Signature of CA firm

Reporting Proforma-E

M.P.Paschim Kshetra Vidyut Vitran Company Limited, Indore

Index of attendance certificate & work completion certificate

| <u>Sr No</u> | <u>Name Of Circle</u> | <u>Name of Division</u> | <u>Attendance Certificate</u> | <u>Work Completion Certificate</u> |
|---------------------|------------------------------|--------------------------------|--------------------------------------|---|
| 1 | | | Yes | Yes |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

Seal and Signature of CA firm

Reporting Proforma-F

M.P.Paschim Kshetra Vidyut Vitran Company Limited, Indore

CERTIFICATE

This is to certify that all the Records/Files pertaining to Wind/Solar/RE generators monthly invoices for the month of _____ (Month of Audit) in respect of _____ (Name of Circle office) have been produced to the team of Internal concurrent Audit CA firm appointed as per CE (Purchase), Corporate Office, Indore's Order No MD/WZ/TS-XXXX/ORD-XXXX/XXXX Dated XX.XX.XXXX for Outsourcing of Concurrent Audit of Wind & Solar Generator's invoices for FY 2023-24 under MPPKVVCL, Indore to M/s _____, Chartered Accountants.

Further, It is also certified that the Auditor firm has verified the following number of invoices of RE generators for the month of _____. And submitted their Audit report. The Audit report is found as Satisfactory and the observations raised by Auditor firm shall be complied in forthcoming invoice of RE Generators.

| Sr No | Particular of RE generators | Number of Invoices |
|-------|--|--------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| | TOTAL NO OF INVOICES PROVIDED /CHECKED | |

All the mentioned documents are produced before the Auditor and no documents are remaining at our end.

SE O&M / EE O&M / Officer-in-charge

<< Name of office >>

Date:

Regional Accounts Officer

<< Name of RAO office >>

Date:
